

First Report to Court of KSV Restructuring Inc. as Receiver and Manager of 2067166 Ontario Inc., 2265132 Ontario Inc., Ashcroft Homes – La Promenade Inc., 2195186 Ontario Inc., 1384274 Ontario Inc. and 1019883 Ontario Inc.

March 13, 2025

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COURT FILE NO.: CV- 24-00098058-0000

# ONTARIO SUPERIOR COURT OF JUSTICE

IN THE MATTER OF 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

AND IN THE MATTER OF THE APPOINTMENT OF A RECEIVER OVER THE PROPERTY, ASSETS AND UNDERTAKING OF 2067166 ONTARIO INC., 2265132 ONTARIO INC., ASHCROFT HOMES – LA PROMENADE INC., 2195186 ONTARIO INC., 1384274 ONTARIO INC. AND 1019883 ONTARIO INC.

# FIRST REPORT OF KSV RESTRUCTURING INC. AS RECEIVER AND MANAGER

#### **MARCH 13, 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") 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. ("Envie II") and 1019883 Ontario Inc. (the "Head Office Company" and collectively, the "CCAA Debtors"). The CCAA proceedings also included 2139770 Ontario Inc. ("Ravines Retirement").
- 2. Several of the CCAA Debtors' lenders opposed the continuation of the CCAA proceedings at the comeback motion heard on December 12, 2024. Pursuant to the Honourable Justice Mew's decision dated December 20, 2024 (the "Decision"), the Court dismissed the motion to extend the CCAA proceedings and granted motions made by CMLS Financial Ltd. ("CMLS"), Equitable Bank ("EQB"), ACM Advisors Ltd. ("ACM") and certain other lenders to appoint KSV Restructuring Inc. ("KSV") as interim receiver of the CCAA Debtors and 1384274 Ontario Inc. ("138 Ontario"). The Court also granted a motion 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 interim receiver (the "Interim Receiver"), without security, of all the property, assets and undertakings of the CCAA Debtors and 138 Ontario 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. A copy of the Interim Receivership Order is attached as Appendix "B".

- 4. Once KSV was appointed as Interim Receiver, it was contemplated that, in due course, the interim receivership proceedings would be converted to receivership proceedings.
- 5. On February 24, 2025, pursuant to an Order of the Court made in these proceedings (the "Receivership Order"), KSV was appointed as receiver and manager ("Receiver"), without security, of all the property, assets and undertaking of Park Place Senior, Ravines Senior, Promenade Senior, Envie I, the Head Office Company and 138 Ontario¹ (collectively, the "Companies" and individually a "Company"). A copy of the Receivership Order is attached as Appendix "C". On the same date, pursuant to applications made by CMLS and EQB, the Court granted separate receivership orders appointing KSV as Receiver of the property, assets and undertaking of AUDI and Envie II.
- 6. KSV is filing this first report in this proceeding (the "First Report") in its capacity as Receiver of the Companies.

#### 1.1 Purposes of this First Report

- 1. The purposes of this First Report are to:
  - a) provide background information on the Companies and these proceedings;
  - b) explain the rationale for the relief being sought in connection with approximately \$5.1 million (the "Holdback Funds") held by Mann Lawyers LLP ("Mann"), the Companies' legal counsel; and
  - c) recommend that this Court issue an Order (the "Funds Transfer Order"), among other things:
    - i. directing Mann to forthwith transfer the Holdback Funds to the Receiver without any liability in so doing; and
    - ii. providing that the priority of any claims to or in respect of the Holdback Funds shall not be impacted solely by virtue of the transfer of the Holdback Funds to the Receiver and all such claims shall continue to have the same priority as if the Holdback Funds had continued to be held by Mann.

#### 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 (the "Choo Affidavit"), and information available in the public domain.

<sup>&</sup>lt;sup>1</sup> 138 Ontario was not an applicant in the CCAA proceedings but was subject to the Interim Receivership Order and is subject to the Receivership Order.

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 wishing to place reliance on the financial information should perform its own due diligence.

#### 1.3 Court Materials

1. Copies of the Court materials filed to-date in these proceedings, including KSV's First Report to Court as Interim Receiver dated February 14, 2025 (the "Interim Receiver's Report"), are available on the Receiver's case website: <a href="https://www.ksvadvisory.com/experience/case/ashcroft">https://www.ksvadvisory.com/experience/case/ashcroft</a>.

#### 1.4 Currency

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

# 2.0 Background

- 1. The Companies are incorporated in Ontario and carry on business as part of the Aschroft Homes Group, a residential and commercial real estate developer owned, directly or indirectly, by Mr. Choo.
- 2. 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); and (ii) a student residence (Envie I). There is 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 and Ravines Retirement.
- 3. Additional background information on the Companies, Envie II, AUDI and the Ashcroft Homes Group is included in the Choo Affidavit and the Interim Receiver's Report, and accordingly, is not repeated in this First Report. A copy of the Interim Receiver's Report (without appendices) is attached as Appendix "D".

#### 3.0 Funds Transfer Order

1. Shortly following its appointment, Mann advised the Receiver that it was holding the Holdback Funds in its trust account. The Receiver understands that the Holdback Funds originate from a transaction with Alma Byward Market LP (the "Purchaser") completed in October 2024 for the sale of two properties in Ottawa (municipally known as 256 Rideau Street and 211 Besserer Street, and together, the "Properties"). Forum Asset Management Acquisitions Inc. (the "Original Purchaser") originally purchased the Properties from 9840508 Canada Inc. ("984 Canada"), an entity in the Ashcroft Homes Group, pursuant to an Agreement of Purchase and Sale dated as of May 24, 2024 (as amended, the "APS"). The Properties were subsequently assigned by the Original Purchaser to the Purchaser pursuant to an Assignment and Amendment to Agreement of Purchase and Sale dated as of October 11, 2024.

- 2. Prior to completing the transaction contemplated by the APS, the Receiver understands that 984 Canada undertook the following reorganization steps for tax purposes (the "984 Reorganization"):
  - a) on October 22, 2024, 984 Canada was continued as 3137425 Ontario Inc. ("313 Ontario") pursuant to a Certificate and Articles of Continuance issued by the Province of Ontario; and
  - b) on October 25, 2024, 313 Ontario amalgamated with Promenade Senior pursuant to a Certificate and Articles of Amalgamation issued by the Province of Ontario.
- 3. The Receiver has not yet completed a full review of the 984 Reorganization. However, it appears that as a result of the 984 Reorganization, at the time of closing, Promenade Senior (one of the receivership Companies) became the vendor under the APS and was the recipient of the purchase price funds on closing.
- 4. At the time of closing on or around October 28, 2024, the Holdback Funds were deposited into Mann's trust account and have continued to be held by Mann since the closing date.
- 5. Shortly following its appointment, the Receiver requested that Mann transfer the Holdback Funds to the Receiver's trust account, following which the Receiver would work to resolve any issues and release the Holdback Funds in accordance with the terms of the APS and other transaction documents (collectively, the "Transaction Documents"), if appropriate.
- 6. Mann has agreed to transfer the funds to the Receiver subject to the Court granting the Funds Transfer Order, which the Receiver believes is reasonable and appropriate for the following reasons:
  - a) Mann should not have any liability for the transfer of the Holdback Funds to the Receiver:
  - b) the transfer of the Holdback Funds by Mann to the Receiver should not impact any claims against, or priority to, the Holdback Funds;
  - c) notice of this motion will be provided to the City of Ottawa and the Purchaser, being two of the known parties with a potential interest in the Holdback Funds;
  - d) the Holdback Funds are property of Promenade Senior, which is subject to the Receivership Order, and accordingly, it is appropriate for the Receiver to review the Transaction Documents and deal with the Purchaser and other stakeholders in connection with the Holdback Funds; and
  - e) Promenade Senior and Mann have consented to this motion and the proposed form of Order.

7. The Receiver was only recently provided with copies of the Transaction Documents. At this time, the Receiver has not commenced its review of the Transaction Documents and/or formed a view as to priorities and/or entitlement to the Holdback Funds. Any distribution of the Holdback Funds by the Receiver will be subject to further Court Order.

## 4.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the Funds Transfer Order.

All of which is respectfully submitted,

KSV RESTRUCTURING INC.

KSV Restructuring Inc.

IN ITS CAPACITY AS INTERIM RECEIVER OF
2067166 ONTARIO INC., 2265132 ONTARIO INC.,
ASHCROFT HOMES – LA PROMENADE INC., 1384274 ONTARIO INC.,
2195186 ONTARIO INC. AND 1019883 ONTARIO INC.
AND NOT IN ITS PERSONAL CAPACITY

# Appendix "A"

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

**COURT FILE NO.:** CV-24-98508

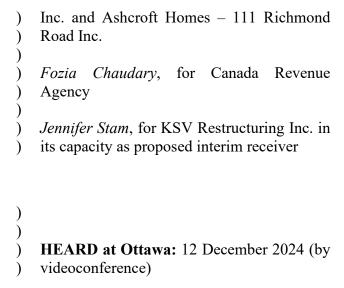
(Ottawa)

**DATE:** 20241220

# **ONTARIO**

# SUPERIOR COURT OF JUSTICE

| BETWEEN:  |   |
|---|---|
| IN THE MATTER OF THE COMPANIES'<br>CREDITORS ARRANGEMENT ACT,<br>R.S.C. 1985, c. C-36, AS AMENDED   | <ul> <li>David Mann K.C., Alexander Bissonette and</li> <li>Sarah DelVillano, for the Applicants</li> </ul>   |
| 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 | 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 |



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

| AH – La<br>Promenade | Promenade Seniors<br>Suites | 130 & 150 Rossignol<br>Drive, Ottawa (plus<br>vacant land at 100<br>Rossignol Drive) | IMC                             | \$37,000,000  |
|----------------------|-----------------------------|--|---------------------------------|---------------|
| 2195186<br>Ontario   | Envie I                     | 101 Champagne<br>Rd,<br>Ottawa   | Peoples Trust<br>Company<br>ACM | \$57,853,430  |
| AH – Capital Hall    | Envie II                    | 105 Champagne<br>Avenue, Ottawa  | Equitable Bank                  | \$24,000,000  |
| 1019883<br>Ontario   | Head Office                 | 18 Antares Drive,<br>Nepean  | Canadian<br>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.

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# **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 muddied 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.

Grune Mas J.

Mew J.

Released: 20 December 2024

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"

#### **ONTARIO**

#### SUPERIOR COURT OF JUSTICE

| THE HONOURABLE | ) | FRIDAY, THE 20th      |
|----------------|---|-----------------------|
|                | ) |                       |
| JUSTICE MEW    | ) | DAY OF DECEMBER, 2024 |



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** 

# ORDER (Appointing Interim Receiver)

THIS MOTION made by ACM Advisors Ltd., and supported by each of the mortgagees listed in Schedule "A" (together with Peoples Trust Company, the "Mortgagees"), for an Order pursuant to section 47(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 Interim Receiver (in such capacities, the "Interim Receiver") without security, of the property and lands listed on Schedule "A" hereto and all of the property, assets and undertaking (the "Property") of each of the debtors listed in Schedule "A" (the "Debtors"), was heard on December 12, 2024 by judicial teleconference via Zoom at Ottawa, Ontario.

ON READING the affidavit of Ishbel Buchan sworn December 11, 2024 and the Exhibits thereto, the affidavit of Robert Gartner sworn December 10, 2024 and the Exhibits thereto, the affidavit of Curtis Jackson sworn December 11, 2024 and the Exhibits thereto, the affidavit of Aleksander

Nakevsky sworn December 11, 2024 and the Exhibits thereto, the affidavit of David Choo sworn December 3, 2024 and the Exhibits thereto, the affidavit of David Choo sworn December 11, 2024 and the Exhibits thereto, the pre-filing report of Grant Thornton Limited in its capacity as proposed monitor of the Applicants dated as of December 4, 2024, the first report of Grant Thornton Limited in its capacity as Monitor of the Applicants dated as of December 11, 2024, and the pre-filing report dated as of December 11, 2024 of KSV as proposed Interim Receiver (the "**Pre-Filing Report**") and on hearing the submissions of counsel for each of the Mortgagees, counsel for the Debtors and such other parties listed on the Counsel Slip, no one else appearing although duly served as appears from the affidavit of service of Stephanie Fernandes sworn December 11, 2024, as filed, and on reading the consent of KSV to act as the Interim Receiver,

#### **SERVICE**

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

#### **CCAA TERMINATION**

- 2. THIS COURT ORDERS that, as of the Effective Termination Time (defined below) the CCAA proceedings as it relates to the Debtors are hereby terminated without any act or formality.
- 3. THIS COURT ORDERS that upon the filing of a certificate by the Interim Receiver in the form attached as Schedule "B" here to (the "Effective Termination Time") confirming that the Transition (as defined in the Pre-Filing Report) has been completed, Grant Thornton Limited is hereby discharged from its duties as the Monitor (as defined in the initial order made in these proceedings on December 5, 2024 (the "Initial Order")) as it relates to the Debtors and shall have no further duties, obligations or responsibilities as Monitor from and after the date thereof; provided that the Monitor is hereby directed that prior to the Effective Termination Time it shall take no further actions in respect of its appointment as Monitor of the Debtors other than with the consent and at the direction of the Interim Receiver.
- 4. THIS COURT ORDERS that, notwithstanding any provision of this Order and the termination of the within CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA or the Initial Order.

5. THIS COURT ORDERS that effectively immediately, the Financial Advisor (as defined in the Initial Order) be and is hereby discharged.

#### **APPOINTMENT**

- 6. THIS COURT ORDERS that pursuant to section 47(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Interim Receiver, without security, of the Property of the Debtors.
- 7. THIS COURT ORDERS that the estates of the Debtors will be jointly administered by the Interim Receiver for procedural purposes, provided, however, that nothing herein shall be deemed or constructed as directing a substantive consolidation of the Debtors or the Property, and provided further that the Interim Receiver shall, without limitation:
  - a) Maintain segregated Debtor specific bank accounts (the "Segregated Accounts");
  - b) Funds in the Segregated Accounts shall be used to fund disbursements in connection with the associated Debtor including, without limitation, taxes, payroll, insurance, operational expenses associated with the Debtor, the associated Property and business operated by the Debtor;
  - c) Deposit any funds borrowed pursuant to paragraph 33 below into the applicable Segregated Account and not use any such borrowed funds for any purpose other than fees, costs and expenses associated with such Debtor unless otherwise consented to by the applicable Mortgagee; and
  - d) Keep segregated time and billing on a per Debtor basis in respect of its and its counsel's respective fees and disbursements.

#### **INTERIM RECEIVER'S POWERS**

- 8. THIS COURT ORDERS that the Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim 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, including without limitation the Debtors' bank accounts related to the Property wherever located;

- b) to receive, preserve, and protect 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 Debtors, or any one or more of them, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform or disclaim any contracts of the Debtors, or any one or more of them, in respect of the Property;
- d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- e) in respect of the Property owned by 2195186 Ontario Inc. ("Envie 1"), to continue the sale process currently in place for Envie I (the "Envie I Sale Process") and seek approval by the Court of any transaction for the sale of the business and assets Envie 1;
- to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any one or more of them, with respect to the Property or any part or parts thereof;
- g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, or any one or more of them, with respect to the Property and to exercise all remedies of the Debtors, or any one or more of them, in collecting such monies, including, without limitation, to enforce any security held by the Debtors, or any one or more of them;
- h) to settle, extend or compromise any indebtedness owing to the Debtors, or any one or more of them, with respect to the Property;
- to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Debtors, or any one or more of them, for any purpose pursuant to this Order;

- j) to report to, meet with and discuss with such affected Persons (as defined below), as the Interim Receiver deems appropriate on all matters relating to the Property and the Interim Receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- k) to consult with the Mortgagees and other creditors of the Debtors on all matters relating to the Property and the Interim Receivership, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- I) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- m) to apply for any permits, licences, approvals or permissions with respect to the Property as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Interim Receiver, in the name of the Debtors, or any one or more of them; and
- n) 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 Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, the Monitor or any one or more of them, and without interference from any other Person.

9. THIS COURT ORDERS that nothing in this Order in any way derogates from the obligations of the Interim Receiver to comply with all requirements under the *Retirement Homes Act*, 2010, S.O. 2010 c.11 (the "*Retirement Homes Act*") and 0. Reg. 166/11 or limits the exercise of the regulatory authority of the Retirement Homes Regulatory Authority (the "RHRA").

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

10. THIS COURT ORDERS that (i) the Debtors together with any of their affiliates, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, 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 Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

- 11. THIS COURT ORDERS that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, or any one or more of them, 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 Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 11 or in paragraph 12 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 Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
- 12. 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 Interim Receiver for the purpose of allowing the Interim 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 Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

- 13. THIS COURT ORDERS that the Interim Receiver shall treat all documents and Records in accordance with the obligations contained in the *Retirement Homes Act* and other applicable legislation, including the *Personal Health Information Protection Act*, 2004, c.3 Sched. A.
- 14. THIS COURT ORDERS that all Persons, including without limitation, the Debtors and the Monitor and their affiliates, and each of them, shall be required to cooperate, and share information, with the Interim Receiver, in connection with the operations of the Debtors' businesses and all books and records, contracts, agreements, permits, licenses and insurance policies and other documents in respect of the Debtors, or any one or more of them, and the Property. In addition to the foregoing, general cooperation and information sharing requirements, the Debtors and their affiliates, or any of them, shall be required to do the following: (a) in respect of any and all such contracts, agreements, permits, licenses and insurance policies and other documents: (1) maintain them in good standing and provide immediate notice and copies to the Interim Receiver of any communications received from regulators, providers, lessors or franchisors in respect thereof; (2) provide immediate notice to the Interim Receiver of any material change and/or pending material change to the status quo in respect thereof; and (3) provide thirty (30) days' written notice to the Interim Receiver of any renewal date, termination date, election date or similar date in respect thereof; and (b) assist, and cooperate with, the Interim Receiver in obtaining any further permits and licenses that may be required in the Interim Receiver's discretion, acting reasonably, in consultation with the Mortgagees.

# NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

15. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver, or its respective employees, advisors, counsel and other representatives acting in such capacities, except any Proceeding commenced by the RHRA pursuant to the provisions of the *Retirement Homes Act* or with the written consent of the Interim Receiver or with leave of this Court.

### NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

16. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors, or any one or more of them, or their respective employees, advisors, counsel and other representatives acting in such capacities, or the Property shall be commenced or continued except any Proceeding commenced by the RHRA pursuant to the provisions of the *Retirement Homes Act* or

with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors, or any one or more of them, or the Property are hereby stayed and suspended pending further Order of this Court.

### NO EXERCISE OF RIGHTS OR REMEDIES

17. THIS COURT ORDERS that, subject to paragraph 19, all rights and remedies against the Debtors, or any one or more of them, the Interim Receiver, or their respective employees, advisors, counsel and other representatives acting in such capacities, or affecting the Property, including, without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Interim 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 Interim Receiver or the Debtors, or any one or more of them, to carry on any business which the Debtors, or any one or more of them, is not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtors, or any one or more of them, from compliance with statutory or regulatory provisions relating to health, safety or the environment, including any regulatory requirements pursuant to the *Retirement Homes Act*, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### NO INTERFERENCE WITH THE INTERIM RECEIVER

18. THIS COURT ORDERS that, with the exception of the RHRA acting pursuant to its regulatory authority, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, or any one or more of them, in respect of the Property without written consent of the Interim Receiver or leave of this Court.

## **ENTITLEMENT OF MORTGAGE LENDERS**

19. THIS COURT ORDERS that notwithstanding any other provision of the Order, nothing shall prevent or limit any Mortgagee, upon payment of any outstanding Property specific costs of the interim receivership and providing at least 5 business days' notice to the Interim Receiver and the RHRA, from taking steps or exercising any rights under their security or at law, including without limitation, the appointment of a receiver and manager pursuant to Section 243(1) of the BIA and Section 101 of the CJA.

### PROPERTY MANAGEMENT

- 20. THIS COURT ORDERS that if the Interim Receiver elects to retain the services of 1019883 Ontario Inc., 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 any one or more of the Debtors (collectively, the "Ashcroft Managers"), it shall have the discretion to pay out of rents received on January 1, 2025 or thereafter to the Ashcroft Managers in respect of those services in accordance with past practice and as set out in the cash flow forecast appended as Appendix "3" in the Monitor's First Report dated December 11, 2024.
- 21. THIS COURT ORDERS that the Ashcroft Managers and the Debtors shall cooperate fully with the Interim Receiver and shall continue to provide property management and other services to the Interim Receiver in accordance with arrangements with the Debtors until such time as the Interim 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 Debtors 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 Debtors shall have any powers in respect of banking arrangements and credit authorization in respect of the Property. The Ashcroft Managers and the Debtors will facilitate the transfer of banking arrangements and credit authorizations to the Interim Receiver in accordance with its direction.

## **CONTINUATION OF SERVICES**

22. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors, or any one or more of them, in connection with or relating to the Property 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, utility or other services to the Debtors, or any one or more of them, in connection with or relating to the Property 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 Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtors', or any one or more of their, 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 Interim Receiver in accordance with normal payment practices of the Debtors, or any one or more of their, or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court. Should any such service provider attempt to discontinue its services with respect to services provided in connection with a retirement home regulated by RHRA, the Receiver shall forthwith notify the RHRA of such attempt.

23. THIS COURT ORDERS that Commercial Imperial Bank of Commerce ("CIBC") shall be given the benefit and protection of the Interim 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 Debtors' bank accounts.

## **INTERIM RECEIVER TO HOLD FUNDS**

- 24. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim 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 and the collection of any accounts receivable in whole or in part in connection with or relating to the Property, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited in the Segregated Account that has been opened and designed to the applicable Property and the monies standing to the credit of such Segregated Accounts from time to time, net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.
- 25. THIS COURT ORDERS that, notwithstanding any other terms or provisions of this Order, provided that there are sufficient cashflows to fund all ordinary course operational costs of the applicable Property (as determined by the Interim Receiver in consultation with the Mortgagees), the Mortgagees of such Property shall continue to receive, to the extent the cash flows permit, payment of their respective monthly payments of applicable principal, interest and taxes in the order of priority of their respective mortgages registered against or in respect of the applicable Property and Debtor (to the maximum extent possible, as determined by the Interim Receiver).

### **EMPLOYEES**

26. THIS COURT ORDERS that all employees of the Debtors, or any one or more of them, shall remain the employees of such Debtor until such time as the Interim Receiver, on behalf of the Debtors, or any one or more of them, may terminate the employment of such employees. The

Interim 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 Interim 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*.

### LIMITATION ON ENVIRONMENTAL LIABILITIES

THIS COURT ORDERS that nothing herein contained shall require the Interim 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 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 Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim 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 INTERIM RECEIVER'S LIABILITY

28. THIS COURT ORDERS that the Interim 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 Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

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

29. THIS COURT ORDERS that the Interim Receiver and counsel to the Interim 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 Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge

(the "Interim Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that, subject to paragraph 30, the Interim 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. Notwithstanding the foregoing, the Interim Receiver's Charge in respect of any particular Property owned by a Debtor shall secure only such fees and disbursements of the Interim Receiver and its counsel that are allocated to such Debtor and Property in accordance with paragraph 7 above.

- 30. THIS COURT ORDERS that, notwithstanding any other terms or provisions of this Order:
  - a) the Interim Receiver's Charge shall rank behind the mortgage and other security of Peoples Trust Company against the Property of Envie I including the Envie I Property (as defined in the affidavit of David Choo sworn December 3, 2024);
  - the Interim Receiver shall not accept or reject of any offer received in respect of Envie I or terminate or suspend the Envie I Sale Process, without the prior written consent of Peoples Trust Company and ACM Advisors Ltd.; and
  - c) the Interim Receiver shall not borrow or enter into any commitments to borrow funds pursuant to the Interim Receiver's Borrowings Charge in respect of 2195186 Ontario Inc. or the Envie I Property without the prior written consent of Peoples Trust Company and ACM Advisors Ltd to the extent such amounts are to be advanced in priority Peoples Trust Company.
- 31. THIS COURT ORDERS that the Interim Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.
- 32. THIS COURT ORDERS that prior to the passing of its accounts, the Interim 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 Interim 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 INTERIM RECEIVERSHIP**

- 33. THIS COURT ORDERS that, subject to paragraph 30(c), the Interim Receiver be at liberty and it is hereby empowered, in consultation with the Mortgagees of a Debtor, 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 \$500,000 per Debtor (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 Interim Receiver by this Order, including interim expenditures on a property specific basis. Only the Property of the specific Debtor in respect of which the Interim Receiver is required to borrow monies shall be and is hereby charged by way of a fixed and specific charge (the "Interim 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, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, on the specific property, but subordinate in priority to the Interim Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 34. THIS COURT ORDERS that neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
- 35. THIS COURT ORDERS that the Interim Receiver is at liberty and authorized to issue certificates in respect of any specific property substantially in the form annexed as Schedule "C" hereto (the "Interim Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
- 36. THIS COURT ORDERS that the monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, in respect of the specific property so charged in accordance with paragraph 33 unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

### SERVICE AND NOTICE

37. THIS COURT ORDERS that The Guide Concerning Commercial List E-Service (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 <a href="https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/">https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/</a>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <a href="https://www.ksvadvisory.com/experience/case/Ashcroft">https://www.ksvadvisory.com/experience/case/Ashcroft</a>.

38. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim 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 Debtors', or any one or more of their, creditors or other interested parties at their respective addresses as last shown on the records of the Debtors, or any one or more of them, 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.

#### **COMEBACK MOTION**

39. THIS COURT ORDERS that a comeback motion in this proceeding shall be heard on or before February 28, 2025.

## **GENERAL**

- 40. THIS COURT ORDERS that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 41. THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a receiver or trustee in bankruptcy of the Debtors, or any one or more of them.
- 42. 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 Interim 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 Interim Receiver, as an

officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

- 43. THIS COURT ORDERS that the Interim 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 Interim 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.
- 44. THIS COURT ORDERS that each Mortgagee shall have its costs of this Motion, up to and including entry and service of this Order, provided for by the terms of the Mortgagee's security or, if not so provided by the Mortgagee's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtors, or any one or more of their estates, with such priority and at such time as this Court may determine.
- 45. THIS COURT ORDERS that at any time after January 31, 2025 any Mortgagee may file with the Court and serve on all parties to these proceedings a certificate in the form attached as Schedule "D" advising that such Mortgagee wishes to terminate these receivership proceedings in respect of the Property against which it holds security, provided that such Property does not include Property for which the RHRA has issued a licence to operate as a retirement home. Effective as of 12:01 a.m. (Prevailing Eastern Time) on the date of such filing (the "Termination Time") without further act or formality, the Interim Receiver shall be discharged as Receiver of the respective Property and Debtors, provided however, that notwithstanding its discharge herein (a) the Interim Receiver shall remain interim receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Interim Receiver shall continue to have the benefit of the provisions of this Order and any other Orders made in this proceeding, including the Interim Receiver's Charge, the Interim Receiver's Borrowing Charge, all approvals, protections and stays of proceedings in favour of the Interim Receiver in its capacity as Receiver, including in connection with any action taken by the Interim Receiver following the Termination Time.
- 46. THIS COURT ORDERS that the respective Debtor(s) and the Interim Receiver will cooperate with such Mortgagee(s) to ensure an orderly transition from these proceedings to any

Mortgagee-driven proceeding or other arrangement in respect of such Mortgagee(s) and the respective Debtor's Property.

- 47. THIS COURT ORDERS that nothing in this Order prejudices the Debtors' right of redemption.
- 48. 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 Interim 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.
- 49. THIS COURT ORDERS that this Order is effective from today's date and it is not required to be entered.

Mew J.

Issuance on January 3, 2025

# SCHEDULE "A" – LIST OF SUPPORTING MORTGAGEES, PROPERTY AND DEBTORS DESCRIPTION OF THE REAL PROPERTY

| Mortgagee            | Debtor               | Legal Description of Real Property  |
|----------------------|----------------------|---|
| ACM Advisors<br>Ltd. | 2067166 Ontario Inc. | PART OF BLOCK 69 ON 4M-1047 BEING PARTS 1,2,3,4 AND 6 4R-21512, OTTAWA. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PARTS 1 TO 5 ON 4R-20298 OVER PART 3 ON 4R-21512 AS IN OC487047. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PARTS 9 TO 11 ON 4R-20298 OVER PART 3 ON 4R-21512 AS IN OC494285. TOGETHER WITH A RIGHT-OF-WAY OVER PARTS 2 AND 5 ON 4R-20298AS IN OC487047.TOGETHER WITH A RIGHT-OF-WAY OVER PART 9 ON 4R-20298 AS IN OC494285. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PART 5 ON 4R-21512 OVER PART 6 ON 4R-21512 AS IN OC654077. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PART 5 ON 4R-21512 OVER PART 4 ON 4R-21512 AS IN OC654077. SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-28152 AS IN OC1621378.; TOGETHER WITH AN EASEMENT OVER PART BLOCK 69 PLAN 4M1047 PART 5 4R21512 AS IN OC1966865, being PIN 03998-1732 (LT)   |
| ACM Advisors<br>Ltd. | 2265132 Ontario Inc. | PART OF BLOCKS 10 AND 11 PLAN 4M1327, PARTS 8, 9, 21, 45 AND 46 PLAN 4R25794. SUBJECT TO AN EASEMENT OVER PART 21 PLAN 4R25794 AS IN NS45154. SUBJECT TO AN EASEMENT OVER PARTS 8, 21 AND 46 PLAN 4R25794 AS IN OC909083; SUBJECT TO AN EASEMENT AS IN OC1200007; SUBJECT TO AN EASEMENT IN GROSS AS IN OC1254247; SUBJECT TO AN EASEMENT AS IN OC1435034; TOGETHER WITH AN EASEMENT OVER ALL OF BLOCK 9 AND PART OF BLOCKS 10, 11 AND 25 PLAN 4M1327, PARTS 1, 3, 4, 5, 6, 7, 10, 11, 14, 15, 16, 17, 18, 20, 23, 24, 26, 27, 28, 32, 33, 34, 35, 37, 39, 40, 41, 42, 43, 44, 50, 51, 52 AND 54 PLAN 4R25794 AS IN OC1451771; CITY OF OTTAWA, being PIN 04052-0799 (LT)  |
| ACM Advisors<br>Ltd. | 1384274 Ontario Inc. | ALL OF BLOCK 9 AND PART OF BLOCKS 10, 11 AND 25 PLAN 4M1327, PARTS 1, 3, 4, 5, 6, 7, 10, 11, 14, 15, 16, 17, 18, 20, 23, 24, 26, 27, 28, 32, 33, 34, 35, 37, 39, 40, 41, 42, 43, 44, 50, 51, 52 AND 54 PLAN 4R25794. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1, 16, 17, 18, 23, 24, 27 AND 28 PLAN 4R25794 AS IN OC881843. SUBJECT TO AN EASEMENT OVER PARTS 3, 4, 5, 6, 7, 10, 11, 14, 15, 20, 26, 32, 33, 34, 35, 39, 40, 41 AND 54 PLAN 4R25794 AS IN OC909083; SUBJECT TO AN EASEMENT AS IN OC1200007; SUBJECT TO AN EASEMENT IN GROSS AS IN OC1254247; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 12 PLAN 4M1327, PART 19 PLAN 4R25794 AS IN OC1451770; SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF BLOCKS 10 AND 25 PLAN 4M1327, PARTS 2, 22, 25, 29, 30, 31, 36 AND 53 PLAN 4R25794; PART OF BLOCKS 10 AND 11 PLAN 4M1327, PARTS 8, 9, 21, 45 AND 46 PLAN 4R25794; PART OF BLOCKS 10 AND 11 PLAN 4M1327, PARTS 12, 13, 38, 47, 48 AND 49 PLAN 4R25794 AS IN OC1451771; SUBJECT TO AN EASEMENT IN GROSS AS IN OC1560118; CITY OF OTTAWA, being PIN 04052-0801 (LT) |
| ACM Advisors<br>Ltd. | 2195186 Ontario Inc. | PART LOTS 7, 8, 9, 10, 11 AND PART LANE, AS CLOSED BY ORDER CR234928 PLAN 131037, PART 1 PLAN 4R29600; SUBJECT TO AN EASEMENT AS IN OC1804530; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R33801 AS IN OC2393098; CITY OF OTTAWA, being PIN 04102-0340 (LT)  |

| Mortgagee              | Debtor                              | Legal Description of Real Property  |
|------------------------|-------------------------------------|---|
| CMLS<br>Financial Ltd. | Ashcroft Urban<br>Developments Inc. | UNIT 1, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1067 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304971; CITY OF OTTAWA, being PIN 16067–0001 (LT) |
|                        |                                     | UNIT 1, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1067 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304971; CITY OF OTTAWA, being PIN 16067-0002 (LT) |
|                        |                                     | UNIT 2, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1067 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304971; CITY OF OTTAWA, being PIN 16067–0003 (LT) |
|                        |                                     | UNIT 3, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1067 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304971; CITY OF OTTAWA, being PIN 16067–0004 (LT) |
|                        |                                     | UNIT 4, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1067 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304971; CITY OF OTTAWA being PIN 16067–0005 (LT)  |
|                        |                                     | UNIT 5, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1067 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304971; CITY OF OTTAWA, being PIN 16067–0006 (LT) |
|                        |                                     | UNIT 6, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1067 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304971; CITY OF OTTAWA, being PIN 16067–0007 (LT) |
|                        |                                     | UNIT 7, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1067 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304971; CITY OF OTTAWA, being PIN 16067–0008 (LT) |
|                        |                                     | UNIT 8, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1067 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304971; CITY OF OTTAWA, being PIN 16067–0009 (LT) |
|                        |                                     | UNIT 1, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0001 (LT)  |
|                        |                                     | UNIT 2, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068-0002 (LT)  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 3, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0003 (LT)  |
|           |        | UNIT 4, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0004 (LT)  |
|           |        | UNIT 5, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0005 (LT)  |
|           |        | UNIT 6, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0006 (LT)  |
|           |        | UNIT 7, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0007 (LT)  |
|           |        | UNIT 8, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0008 (LT)  |
|           |        | UNIT 9, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0009 (LT)  |
|           |        | UNIT 10, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068-0010 (LT) |
|           |        | UNIT 11, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0011 (LT) |
|           |        | UNIT 12, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0012 (LT) |
|           |        | UNIT 13, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068-0013 (LT)  |
|           |        | UNIT 14, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068-0014 (LT) |
|           |        | UNIT 15, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0015 (LT) |
|           |        | UNIT 16, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0016 (LT) |
|           |        | UNIT 17, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068-0017 (LT) |
|           |        | UNIT 18, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068-0018 (LT) |
|           |        | UNIT 19, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068-0019 (LT) |
|           |        | UNIT 20, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0020 (LT) |
|           |        | UNIT 21, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0021 (LT) |
|           |        | UNIT 22, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0022 (LT) |
|           |        | UNIT 23, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0023 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 24, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0024 (LT) |
|           |        | UNIT 25, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0025 (LT) |
|           |        | UNIT 26, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0026 (LT) |
|           |        | UNIT 27, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0027 (LT) |
|           |        | UNIT 28, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0028 (LT) |
|           |        | UNIT 29, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0029 (LT) |
|           |        | UNIT 30, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0030 (LT) |
|           |        | UNIT 31, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0031 (LT) |
|           |        | UNIT 32, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0032 (LT) |
|           |        | UNIT 34, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0034 (LT) |
|           |        | UNIT 35, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0035 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 36, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0036 (LT) |
|           |        | UNIT 37, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0037 (LT) |
|           |        | UNIT 60, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0060 (LT) |
|           |        | UNIT 61, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0061 (LT) |
|           |        | UNIT 62, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0062 (LT) |
|           |        | UNIT 63, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0063 (LT) |
|           |        | UNIT 64, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0064 (LT) |
|           |        | UNIT 65, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0065 (LT) |
|           |        | UNIT 66, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0066 (LT) |
|           |        | UNIT 67, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0067 (LT) |
|           |        | UNIT 68, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068-0068 (LT)  |
|           |        | UNIT 69, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0069 (LT) |
|           |        | UNIT 70, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0070 (LT) |
|           |        | UNIT 71, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0071 (LT) |
|           |        | UNIT 72, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0072 (LT) |
|           |        | UNIT 73, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0073 (LT) |
|           |        | UNIT 74, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0074 (LT) |
|           |        | UNIT 75, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0075 (LT) |
|           |        | UNIT 76, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0076 (LT) |
|           |        | UNIT 77, LEVEL A, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0077 (LT) |
|           |        | UNIT 1, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0078 (LT)  |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | UNIT 2, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0079 (LT)  |
|           |        | UNIT 3, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0080 (LT)  |
|           |        | UNIT 4, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0081 (LT)  |
|           |        | UNIT 5, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0082 (LT)  |
|           |        | UNIT 6, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0083 (LT)  |
|           |        | UNIT 7, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0084 (LT)  |
|           |        | UNIT 8, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0085 (LT)  |
|           |        | UNIT 9, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0086 (LT)  |
|           |        | UNIT 10, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0087 (LT) |
|           |        | UNIT 11, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0088 (LT) |
|           |        | UNIT 12, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0089 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | UNIT 13, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0090 (LT) |
|           |        | UNIT 14, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0091 (LT) |
|           |        | UNIT 15, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0092 (LT) |
|           |        | UNIT 16, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0093 (LT) |
|           |        | UNIT 17, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0094 (LT) |
|           |        | UNIT 18, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0095 (LT) |
|           |        | UNIT 19, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0096 (LT) |
|           |        | UNIT 20, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0097 (LT) |
|           |        | UNIT 21, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0098 (LT) |
|           |        | UNIT 22, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0099 (LT) |
|           |        | UNIT 23, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND  |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068-0100 (LT)  |
|           |        | UNIT 24, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068–0101 (LT) |
|           |        | UNIT 25, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0102 (LT) |
|           |        | UNIT 26, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0103 (LT) |
|           |        | UNIT 27, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0104 (LT) |
|           |        | UNIT 28, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0105 (LT) |
|           |        | UNIT 29, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0106 (LT) |
|           |        | UNIT 30, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0107 (LT) |
|           |        | UNIT 31, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0108 (LT) |
|           |        | UNIT 32, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0109 (LT) |
|           |        | UNIT 33, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0110 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | UNIT 34, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0111 (LT) |
|           |        | UNIT 35, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0112 (LT) |
|           |        | UNIT 36, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0113 (LT) |
|           |        | UNIT 37, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0114 (LT) |
|           |        | UNIT 38, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0115 (LT) |
|           |        | UNIT 39, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0116 (LT) |
|           |        | UNIT 40, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0117 (LT) |
|           |        | UNIT 41, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0118 (LT) |
|           |        | UNIT 42, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0119 (LT) |
|           |        | UNIT 43, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-120 (LT)  |
|           |        | UNIT 44, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0121 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | UNIT 45, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0122 (LT) |
|           |        | UNIT 46, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0123 (LT) |
|           |        | UNIT 47, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0124 (LT) |
|           |        | UNIT 48, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0125 (LT) |
|           |        | UNIT 49, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0126 (LT) |
|           |        | UNIT 50, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0127 (LT) |
|           |        | UNIT 51, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0128 (LT) |
|           |        | UNIT 52, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0129 (LT) |
|           |        | UNIT 53, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0130 (LT) |
|           |        | UNIT 54, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0131 (LT) |
|           |        | UNIT 55, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER  |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0132 (LT)   |
|           |        | UNIT 56, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0133 (LT)  |
|           |        | UNIT 57, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0134 (LT) |
|           |        | UNIT 58, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0135 (LT)  |
|           |        | UNIT 59, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0136 (LT)  |
|           |        | UNIT 60, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0137 (LT)  |
|           |        | UNIT 61, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0138 (LT)  |
|           |        | UNIT 62, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0139 (LT)  |
|           |        | UNIT 63, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0140 (LT)  |
|           |        | UNIT 64, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0141 (LT)  |
|           |        | UNIT 65, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0142 (LT)  |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | UNIT 66, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0143 (LT) |
|           |        | UNIT 67, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0144 (LT) |
|           |        | UNIT 68, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0145 (LT) |
|           |        | UNIT 69, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0146 (LT) |
|           |        | UNIT 70, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0147 (LT) |
|           |        | UNIT 71, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0148 (LT) |
|           |        | UNIT 72, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0149 (LT) |
|           |        | UNIT 73, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0150 (LT) |
|           |        | UNIT 74, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0151 (LT) |
|           |        | UNIT 75, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0152 (LT) |
|           |        | UNIT 76, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0153 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | UNIT 77, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0154 (LT) |
|           |        | UNIT 78, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0155 (LT) |
|           |        | UNIT 79, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0156 (LT) |
|           |        | UNIT 80, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0157 (LT) |
|           |        | UNIT 81, LEVEL B, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0158 (LT) |
|           |        | UNIT 1, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0172 (LT)  |
|           |        | UNIT 2, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0173 (LT)  |
|           |        | UNIT 3, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0174 (LT)  |
|           |        | UNIT 5, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0176 (LT)  |
|           |        | UNIT 6, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0177 (LT)  |
|           |        | UNIT 7, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0178 (LT)  |
|           |        | UNIT 8, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0179 (LT)  |
|           |        | UNIT 9, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0180 (LT)  |
|           |        | UNIT 10, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0181 (LT) |
|           |        | UNIT 11, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0182 (LT) |
|           |        | UNIT 12, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0183 (LT) |
|           |        | UNIT 13, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0184 (LT) |
|           |        | UNIT 14, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0185 (LT) |
|           |        | UNIT 15, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0186 (LT) |
|           |        | UNIT 16, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0187 (LT) |
|           |        | UNIT 17, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0188 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 18, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0189 (LT) |
|           |        | UNIT 19, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0190 (LT) |
|           |        | UNIT 20, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0191 (LT) |
|           |        | UNIT 21, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0192 (LT) |
|           |        | UNIT 22, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0193 (LT) |
|           |        | UNIT 23, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0194 (LT) |
|           |        | UNIT 24, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0195 (LT) |
|           |        | UNIT 25, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0196 (LT) |
|           |        | UNIT 26, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0197 (LT) |
|           |        | UNIT 27, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0198 (LT) |
|           |        | UNIT 28, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0199 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 29, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0200 (LT) |
|           |        | UNIT 30, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0201 (LT) |
|           |        | UNIT 31, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0202 (LT) |
|           |        | UNIT 32, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0203 (LT) |
|           |        | UNIT 33, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0204 (LT) |
|           |        | UNIT 34, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0205 (LT) |
|           |        | UNIT 35, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0206 (LT) |
|           |        | UNIT 36, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0207 (LT) |
|           |        | UNIT 37, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0208 (LT) |
|           |        | UNIT 38, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0209 (LT) |
|           |        | UNIT 39, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER  |

| Mortgagee | Debtor | Legal Description of Real Property   |
|-----------|--------|--|
|           |        | WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0210 (LT)   |
|           |        | UNIT 40, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0211 (LT)  |
|           |        | UNIT 41, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA being PIN 16068-0212 (LT)   |
|           |        | UNIT 42, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0213 (LT) |
|           |        | UNIT 43, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0214 (LT)  |
|           |        | UNIT 44, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0215 (LT)  |
|           |        | UNIT 45, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0216 (LT)  |
|           |        | UNIT 46, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0217 (LT)  |
|           |        | UNIT 47, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0218 (LT)  |
|           |        | UNIT 48, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0219 (LT)  |
|           |        | UNIT 49, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0220(LT)   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 50, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0221 (LT) |
|           |        | UNIT 51, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0222 (LT) |
|           |        | UNIT 52, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0223 (LT) |
|           |        | UNIT 53, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0224 (LT) |
|           |        | UNIT 54, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0225 (LT) |
|           |        | UNIT 58, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0229 (LT) |
|           |        | UNIT 59, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0230 (LT) |
|           |        | UNIT 60, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0231 (LT) |
|           |        | UNIT 61, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0232 (LT) |
|           |        | UNIT 62, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0233 (LT) |
|           |        | UNIT 63, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0234 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | UNIT 64, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0235 (LT) |
|           |        | UNIT 65, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0236 (LT) |
|           |        | UNIT 66, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0237 (LT) |
|           |        | UNIT 68, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0239 (LT) |
|           |        | UNIT 69, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0240 (LT) |
|           |        | UNIT 70, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0241 (LT) |
|           |        | UNIT 74, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0245 (LT) |
|           |        | UNIT 75, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0246 (LT) |
|           |        | UNIT 76, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0247 (LT) |
|           |        | UNIT 79, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0250 (LT) |
|           |        | UNIT 80, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0251 (LT)  |
|           |        | UNIT 81, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0252 (LT) |
|           |        | UNIT 82, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0253 (LT) |
|           |        | UNIT 95, LEVEL C, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0266 (LT) |
|           |        | UNIT 1, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0270 (LT)  |
|           |        | UNIT 2, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0271 (LT)  |
|           |        | UNIT 3, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0272 (LT)  |
|           |        | UNIT 4, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0273 (LT)  |
|           |        | UNIT 5, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0274 (LT)  |
|           |        | UNIT 6, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0275 (LT)  |
|           |        | UNIT 7, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0276 (LT)  |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | UNIT 8, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0277 (LT)  |
|           |        | UNIT 9, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0278 (LT)  |
|           |        | UNIT 10, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0279 (LT) |
|           |        | UNIT 11, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0280 (LT) |
|           |        | UNIT 12, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0281 (LT) |
|           |        | UNIT 13, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0282 (LT) |
|           |        | UNIT 14, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0283 (LT) |
|           |        | UNIT 15, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0284 (LT) |
|           |        | UNIT 16, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0285 (LT) |
|           |        | UNIT 17, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0286 (LT) |
|           |        | UNIT 18, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0287 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | UNIT 19, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0288 (LT) |
|           |        | UNIT 20, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0289 (LT) |
|           |        | UNIT 21, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0290 (LT) |
|           |        | UNIT 22, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0291 (LT) |
|           |        | UNIT 23, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0292 (LT) |
|           |        | UNIT 24, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0293 (LT) |
|           |        | UNIT 25, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0294 (LT) |
|           |        | UNIT 26, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0295 (LT) |
|           |        | UNIT 27, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0296 (LT) |
|           |        | UNIT 28, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0297 (LT) |
|           |        | UNIT 29, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER  |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0298 (LT)   |
|           |        | UNIT 30, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0299 (LT)  |
|           |        | UNIT 31, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0300 (LT)  |
|           |        | UNIT 32, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0301 (LT)  |
|           |        | UNIT 33, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0302 (LT) |
|           |        | UNIT 34, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0303 (LT)  |
|           |        | UNIT 35, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0304 (LT)  |
|           |        | UNIT 36, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0305 (LT)  |
|           |        | UNIT 37, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0306 (LT)  |
|           |        | UNIT 38, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0307 (LT)  |
|           |        | UNIT 39, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0308 (LT)  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 40, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0309 (LT) |
|           |        | UNIT 41, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0310 (LT) |
|           |        | UNIT 42, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0311 (LT) |
|           |        | UNIT 43, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0312 (LT) |
|           |        | UNIT 44, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0313 (LT) |
|           |        | UNIT 45, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0314 (LT) |
|           |        | UNIT 46, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0315 (LT) |
|           |        | UNIT 47, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0316 (LT) |
|           |        | UNIT 48, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0317 (LT) |
|           |        | UNIT 49, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0318 (LT) |
|           |        | UNIT 75, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0344 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | UNIT 76, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0345 (LT) |
|           |        | UNIT 77, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0346 (LT) |
|           |        | UNIT 79, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0348 (LT) |
|           |        | UNIT 82, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0351 (LT) |
|           |        | UNIT 90, LEVEL D, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0359 (LT) |
|           |        | UNIT 1, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1068AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0360 (LT)  |
|           |        | UNIT 24, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0383 (LT) |
|           |        | UNIT 25, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0384 (LT) |
|           |        | UNIT 39, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0398 (LT) |
|           |        | UNIT 40, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0399 (LT) |
|           |        | UNIT 41, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER  |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0400 (LT)   |
|           |        | UNIT 42, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0401 (LT)  |
|           |        | UNIT 43, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0402 (LT)  |
|           |        | UNIT 44, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0403. (LT) |
|           |        | UNIT 48, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0407 (LT)  |
|           |        | UNIT 50, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0409 (LT)  |
|           |        | UNIT 64, LEVEL E, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0423 (LT)  |
|           |        | UNIT 17, LEVEL F, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0460 (LT)  |
|           |        | UNIT 18, LEVEL F, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0461 (LT)  |
|           |        | UNIT 20, LEVEL F, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO.1068 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304979; CITY OF OTTAWA, being PIN 16068-0463 (LT)  |
|           |        | UNIT 3, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0003 (LT)   |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | UNIT 7, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0007 (LT) |
|           |        | UNIT 4, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-015 (LT)  |
|           |        | UNIT 7, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0018 (LT) |
|           |        | UNIT 1, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0023 (LT) |
|           |        | UNIT 2, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0035 (LT) |
|           |        | UNIT 7, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0040 (LT) |
|           |        | UNIT 2, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0046 (LT) |
|           |        | UNIT 3, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0047 (LT) |
|           |        | UNIT 7, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0051 (LT) |
|           |        | UNIT 8, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0052 (LT) |
|           |        | UNIT 1, LEVEL 6, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0056 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | UNIT 3, LEVEL 6, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0058 (LT) |
|           |        | UNIT 6, LEVEL 6, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0061 (LT) |
|           |        | UNIT 2, LEVEL 7, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0067 (LT) |
|           |        | UNIT 3, LEVEL 7, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0068 (LT) |
|           |        | UNIT 6, LEVEL 7, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0071 (LT) |
|           |        | UNIT 7, LEVEL 7, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0072 (LT) |
|           |        | UNIT 2, LEVEL 8, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0076 (LT) |
|           |        | UNIT 3, LEVEL 8, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0077 (LT) |
|           |        | UNIT 6, LEVEL 8, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0080 (LT) |
|           |        | UNIT 7, LEVEL 8, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0081 (LT) |
|           |        | UNIT 1, LEVEL 9, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0084 (LT)  |
|           |        | UNIT 4, LEVEL 9, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0087 (LT)  |
|           |        | UNIT 5, LEVEL 9, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0088 (LT)  |
|           |        | UNIT 1, LEVEL 10, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0089 (LT) |
|           |        | UNIT 2, LEVEL 10, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1069AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304993; CITY OF OTTAWA, being PIN 16069-0090 (LT) |
|           |        | UNIT 1, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0001 (LT) |
|           |        | UNIT 2, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0002 (LT)  |
|           |        | UNIT 3, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0003 (LT)  |
|           |        | UNIT 4, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0004 (LT)  |
|           |        | UNIT 5, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0005 (LT)  |
|           |        | UNIT 6, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0006 (LT)  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 7, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0007 (LT)  |
|           |        | UNIT 8, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0008 (LT)  |
|           |        | UNIT 9, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0009 (LT)  |
|           |        | UNIT 10, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0010 (LT) |
|           |        | UNIT 11, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0011 (LT) |
|           |        | UNIT 12, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0012 (LT) |
|           |        | UNIT 13, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0013 (LT) |
|           |        | UNIT 14, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0014 (LT) |
|           |        | UNIT 15, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0015 (LT) |
|           |        | UNIT 16, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0016 (LT) |
|           |        | UNIT 17, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0017 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 18, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0018 (LT) |
|           |        | UNIT 19, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0019 (LT) |
|           |        | UNIT 20, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0020 (LT) |
|           |        | UNIT 21, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0021 (LT) |
|           |        | UNIT 22, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0022 (LT) |
|           |        | UNIT 23, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0023 (LT) |
|           |        | UNIT 24, LEVEL 1, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0024 (LT) |
|           |        | UNIT 1, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0025 (LT)  |
|           |        | UNIT 2, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0026 (LT)  |
|           |        | UNIT 3, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0027 (LT)  |
|           |        | UNIT 4, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0028 (LT)  |
|           |        | UNIT 5, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0029 (LT)  |
|           |        | UNIT 6, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0030 (LT)  |
|           |        | UNIT 7, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0031 (LT)  |
|           |        | UNIT 8, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0032 (LT)  |
|           |        | UNIT 9, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0033 (LT)  |
|           |        | UNIT 10, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0034 (LT) |
|           |        | UNIT 11, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0035 (LT) |
|           |        | UNIT 12, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0036 (LT) |
|           |        | UNIT 13, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0037 (LT) |
|           |        | UNIT 14, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0038 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 15, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0039 (LT) |
|           |        | UNIT 16, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0040 (LT) |
|           |        | UNIT 17, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0041 (LT) |
|           |        | UNIT 18, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0042 (LT) |
|           |        | UNIT 19, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0043 (LT) |
|           |        | UNIT 20, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0044 (LT) |
|           |        | UNIT 21, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0045 (LT) |
|           |        | UNIT 22, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0046 (LT) |
|           |        | UNIT 23, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0047 (LT) |
|           |        | UNIT 24, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0048 (LT) |
|           |        | UNIT 25, LEVEL 2, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0049 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 1, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0050 (LT)  |
|           |        | UNIT 2, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0051 (LT)  |
|           |        | UNIT 3, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0052 (LT)  |
|           |        | UNIT 4, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0053 (LT)  |
|           |        | UNIT 5, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0054 (LT)  |
|           |        | UNIT 6, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0055 (LT)  |
|           |        | UNIT 7, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0056 (LT)  |
|           |        | UNIT 8, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0057 (LT)  |
|           |        | UNIT 9, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0058 (LT)  |
|           |        | UNIT 10, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0059 (LT) |
|           |        | UNIT 11, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0060 (LT)  |
|           |        | UNIT 12, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0061 (LT) |
|           |        | UNIT 13, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0062 (LT) |
|           |        | UNIT 14, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0063 (LT) |
|           |        | UNIT 15, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0064 (LT) |
|           |        | UNIT 16, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0065 (LT) |
|           |        | UNIT 17, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0066 (LT) |
|           |        | UNIT 18, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0067 (LT) |
|           |        | UNIT 19, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0068 (LT) |
|           |        | UNIT 20, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0069 (LT) |
|           |        | UNIT 21, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0070 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | UNIT 22, LEVEL 3, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0071 (LT) |
|           |        | UNIT 1, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0072 (LT)  |
|           |        | UNIT 2, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0073 (LT)  |
|           |        | UNIT 3, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0074 (LT)  |
|           |        | UNIT 4, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0075 (LT)  |
|           |        | UNIT 5, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0076 (LT)  |
|           |        | UNIT 6, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0077 (LT)  |
|           |        | UNIT 7, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0078 (LT)  |
|           |        | UNIT 8, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0079 (LT)  |
|           |        | UNIT 9, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0080 (LT)  |
|           |        | UNIT 10, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0081 (LT) |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | UNIT 11, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0082 (LT)  |
|           |        | UNIT 12, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0083 (LT)  |
|           |        | UNIT 13, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0084 (LT)  |
|           |        | UNIT 14, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0085 (LT)  |
|           |        | UNIT 15, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0086 (LT)  |
|           |        | UNIT 16, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0087 (LT)  |
|           |        | UNIT 17, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0088 (LT) |
|           |        | UNIT 18, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0089 (LT)  |
|           |        | UNIT 19, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0090 (LT)  |
|           |        | UNIT 20, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0091 (LT)  |
|           |        | UNIT 21, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0092 (LT)  |
|           |        | UNIT 22, LEVEL 4, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0093 (LT) |
|           |        | UNIT 1, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0094 (LT)  |
|           |        | UNIT 2, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0095 (LT)  |
|           |        | UNIT 3, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0096 (LT)  |
|           |        | UNIT 4, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0097 (LT)  |
|           |        | UNIT 5, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0098 (LT)  |
|           |        | UNIT 6, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0099 (LT)  |
|           |        | UNIT 7, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0100 (LT)  |
|           |        | UNIT 8, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0101 (LT)  |
|           |        | UNIT 9, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0102 (LT)  |

| Mortgagee         | Debtor                                | Legal Description of Real Property  |
|-------------------|---------------------------------------|---|
|                   |                                       | UNIT 10, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0103 (LT) |
|                   |                                       | UNIT 11, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0104 (LT) |
|                   |                                       | UNIT 12, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0105 (LT) |
|                   |                                       | UNIT 13, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0106 (LT) |
|                   |                                       | UNIT 14, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0107 (LT) |
|                   |                                       | UNIT 15, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0108 (LT) |
|                   |                                       | UNIT 16, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0109 (LT) |
|                   |                                       | UNIT 17, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0110 (LT) |
|                   |                                       | UNIT 18, LEVEL 5, OTTAWA-CARLETON LEASEHOLD CONDOMINIUM PLAN NO. 1070AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2304997; CITY OF OTTAWA, being PIN 16070-0111 (LT) |
| Equitable<br>Bank | Ashcroft Homes -<br>Capital Hall Inc. | 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)                    |
|                   |                                       | UNIT 2, LEVEL 1, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS   |

| Mortgagee | Debtor | Legal Description of Real Property   |
|-----------|--------|--|
|           |        | SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0002 (LT)   |
|           |        | 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)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 6, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
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|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0011 (LT)   |
|           |        | 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)   |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 4, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN  |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0062 (LT)  |
|           |        | UNIT 13, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0071 (LT)   |
|           |        | 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)   |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 8, LEVEL 12, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN  |

| Mortgagee | Debtor | Legal Description of Real Property   |
|-----------|--------|--|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0156 (LT)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 11, LEVEL 15, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property   |
|-----------|--------|--|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0204 (LT)  |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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) |
|           |        | UNIT 12, LEVEL 17, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0235 (LT)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 4, LEVEL 19, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN  |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0257 (LT)  |
|           |        | 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)   |
|           |        | 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)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | UNIT 10, LEVEL 20, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0278 (LT)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | UNIT 10, LEVEL 21, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0293 (LT)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | UNIT 10, LEVEL 22, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0308 (LT)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | UNIT 10, LEVEL 23, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0323 (LT)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | UNIT 9, LEVEL 24, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN  |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0337 (LT)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | UNIT 8, LEVEL 25, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN  |

| Mortgagee | Debtor | Legal Description of Real Property   |
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|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0351 (LT)  |
|           |        | 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)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)   |
|           |        | 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)   |
|           |        | 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)   |
|           |        | 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)   |
|           |        | UNIT 5, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0363 (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, being PIN 16081-0364 (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, being PIN 16081-0365 (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, being PIN 16081-0366 (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, being PIN 16081-0367 (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, being PIN 16081-0368 (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, being PIN 16081-0369 (LT) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 14, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0372 (LT)   |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 23, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0381 (LT)   |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | UNIT 4, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0392 (LT)   |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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 16081-0395 (LT)  |
|           |        | 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)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 13, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0401 (LT)   |
|           |        | 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) |
|           |        | UNIT 15, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0403 (LT)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 22, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0410 (LT)   |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 31, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0419 (LT)   |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | UNIT 7, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0428 (LT)   |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 16, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0437 (LT)   |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 25, LEVEL C, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0446 (LT)   |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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)  |
|           |        | 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)  |
|           |        | UNIT 3, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN  |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0455 (LT)   |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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)  |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 12, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0464 (LT)   |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | UNIT 21, LEVEL D, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1081 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN   |

| Mortgagee | Debtor | Legal Description of Real Property  |
|-----------|--------|---|
|           |        | SCHEDULE A AS IN OC2408195; CITY OF OTTAWA, being PIN 16081-0473 (LT)   |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |
|           |        | 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) |

| Mortgagee   | Debtor                                | Legal Description of Real Property  |
|---|---------------------------------------|---|
| Institutional<br>Mortgage<br>Capital<br>Canada Inc. | Ashcroft Homes – La<br>Promenade Inc. | PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PARTS 7, 8, PLAN 4R29684; TOGETHER WITH AN EASEMENT OVER PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PARTS 2, 4, PLAN 4R29684 IN FAVOUR OF PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PART 7, PLAN 4R29684 AS IN OC1822752; TOGETHER WITH AN EASEMENT OVER PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PARTS 2, 3, 4, 5, 6, PLAN 4R29684 IN FAVOUR OF PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PART 7, PLAN 4R29684 AS IN OC1822752; SUBJECT TO AN EASEMENT IN GROSS OVER PLAN 4R30928 AND PART 1 ON PLAN4R31325 AS IN OC2032997; CITY OF OTTAWA |
| Canadian<br>Western Bank                            | 1019883 Ontario Inc.                  | PIN 02626-0026 (LT) - PCL27-22, SEC NEPEAN-A RIDEAU FRONT; PT LT 27, CON A RIDEAU FRONT, PART 1 &2 ,4R7847;T/W ROW PT 5, 4R7847 AS IN LT757172; S/T 1T408623, 1T409186,LT424426,LT424520,LT427435, 1T499796 NEPEAN; CITY OF OTTAWA;THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON   |

#### SCHEDULE "B"

Court File No. CV-24-00098058-0000

### ONTARIO SUPERIOR COURT OF JUSTICE

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** 

#### **CCAA TERMINATION CERTIFICATE**

This CCAA Termination Certificate is the certificate referred to in paragraph 3 of the Order of the Honourable Justice Mew dated December 20, 2024 in these proceedings, a copy of which is attached hereto. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Order.

The undersigned, hereby gives notice that the Transition (as defined in the Pre-filing Report) has been completed to the satisfaction of the Interim Receiver.

| Dated as of [am/pm] this | day of December, 2024.  |
|--------------------------|---|
|                          | KSV RESTRUCTURING INC. solely in its capacity as interim receiver of the property, assets and undertaking of the Property, and not in its personal capacity |
|                          | Name:<br>Title:   |

#### **SCHEDULE "C"**

#### **INTERIM RECEIVER CERTIFICATE**

| CERTIFICATE NO  |
|---|
| AMOUNT \$   |
| 1. THIS IS TO CERTIFY that KSV RESTRUCTURING INC., the Interim Receiver (the "Interim Receiver") of all of the properties, assets and undertaking of (the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the day of, 20 (the "Order") made in Court file number CV-24-00098058-0000; has received as such Interim Receiver from the holder of this certificate (the "Lender") the principal sum of \$, being part of the total principal sum of \$ which the Interim 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 Interim 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 <i>Bankruptcy and Insolvency Act</i> , and the right of the Interim 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, 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 Interim 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 Interim 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 Interim 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 interim receiver of the property, assets and undertaking of [insert applicable debtor] and not in its personal capacity |
|                  | Per:   |
|                  | Name:  |
|                  | Title:   |

#### SCHEDULE "D"

Court File No. CV-24-00098058-0000

### ONTARIO SUPERIOR COURT OF JUSTICE

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** 

#### RECEIVERSHIP TERMINATION CERTIFICATE

This Receivership Termination Certificate is the certificate referred to in paragraph 45 of the Order of the Honourable Justice Mew dated December 20, 2024 in these proceedings, a copy of which is attached hereto. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Order.

The Mortgagee, [Insert Name], hereby gives notice that the Mortgagee wishes to terminate these receivership proceedings in resect of the following Debtor(s) and Property:

| Debtor              | Legal Description of Real Property |
|---------------------|------------------------------------|
|                     |                                    |
|                     |                                    |
| DATED the day of, 2 | 20                                 |
| DATED the, z        |                                    |
|                     | [Mortgagee Name]                   |
|                     | Per:                               |
|                     | Name:                              |
|                     | Title:                             |

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

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.

Court File No: CV-24-00098058-0000

## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

PROCEEDING COMMENCED AT OTTAWA

#### INTERIM RECEIVERSHIP ORDER

#### **CASSELS BROCK & BLACKWELL LLP**

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Lawyers for ACM Advisors Ltd.

## Appendix "C"



# ONTARIO SUPERIOR COURT OF JUSTICE

| THE HONOURABLE | ) | MONDAY, THE 24TH      |
|----------------|---|-----------------------|
|                | ) |                       |
| JUSTICE MEW    | , | DAY OF FEBRUARY, 2025 |

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** 

## ORDER (Appointing Receiver)

THIS MOTION made by KSV Restructuring Inc. ("KSV"), in its capacity as interim receiver (in such capacity, the "Interim Receiver") of the lands listed on Schedule "A" hereto and property, assets and undertaking (the "Property") of each of 2067166 Ontario Inc., 2261532 Ontario Inc., Ashcroft Homes – La Promenade Inc., 2195132 Ontario Inc., 1384274 Ontario Inc. and 1019883 Ontario Inc., (collectively, the "Debtors") for an Order pursuant to subsection 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 as receiver and manager (in such capacity, the "Receiver") over the Property of the Debtors, was heard on February 24, 2025 by judicial teleconference via Zoom at Ottawa, Ontario.

ON READING the first report of the KSV in its capacity as Interim Receiver dated February 14, 2025 (the "First Report") and on hearing the submissions of counsel for the Receiver, counsel for each of the mortgagees listed in Schedule "A" hereto (collectively, the "Mortgagees"), counsel

for the Debtors and such other parties appearing, no one else appearing although duly served as appears from the affidavit of service of Lauren Archibald sworn February 18, 2025, as filed, and on reading the consent of KSV to act as the Receiver,

#### **SERVICE AND DEFINITIONS**

- 1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
- 2. THIS COURT ORDERS that all terms not otherwise defined herein shall have the meaning ascribed to them in the First Report.

#### APPOINTMENT

- 3. THIS COURT ORDERS that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of the Property of the Debtors. Effectively immediately upon the appointment of KSV as Receiver, KSV's appointment as interim receiver pursuant to section 47(1) of the BIA shall be terminated.
- 4. THIS COURT ORDERS that the estates of the Debtors will be jointly administered by the Receiver for procedural purposes, provided, however, that nothing herein shall be deemed or constructed as directing a substantive consolidation of the Debtors or the Property, and provided further that the Receiver shall, without limitation:
  - a) maintain those segregated Debtor specific bank accounts which were opened by KSV in its capacity as Interim Receiver (the "Segregated Accounts");
  - b) funds in the Segregated Accounts shall be used to fund disbursements in connection with the associated Debtor including, without limitation, taxes, payroll, insurance, operational expenses associated with the Debtor, the associated Property and business operated by the Debtor;
  - c) deposit any funds borrowed pursuant to paragraph 31 below into the applicable Segregated Account and not use any such borrowed funds for any purpose other than fees, costs and expenses associated with such Debtor unless otherwise consented to by the applicable Mortgagees; and

d) keep segregated time and billing on a per Debtor basis in respect of its and its counsel's respective fees and disbursements.

#### TITLE OF PROCEEDINGS

5. THIS COURT ORDERS that the title of these proceedings is hereby amended to be as follows:

IN THE MATTER OF 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

AND IN THE MATTER OF THE APPOINTMENT OF A RECEIVER OVER THE PROPERTY, ASSETS AND UNDERTAKING OF 2067166 ONTARIO INC., 2265132 ONTARIO INC., ASHCROFT HOMES – LA PROMENADE INC., 2195186 ONTARIO INC., 1384274 ONTARIO INC. AND 1019883 ONTARIO INC.

#### **RECEIVER'S POWERS**

- 6. 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, including without limitation the Debtors' bank accounts related to the Property wherever located;
  - b) to receive, preserve, and protect 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 Debtors, or any one or more of them, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform

- or disclaim any contracts of the Debtors, or any one or more of them, in respect of the Property;
- d) to engage consultants, appraisers, agents, property managers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- e) in respect of the Property owned by 2195186 Ontario Inc. ("Envie 1"), to continue the sale process currently in place for Envie I (the "Envie I Sale Process") and seek approval by the Court of any transaction for the sale of the business and assets Envie 1;
- to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any one or more of them, with respect to the Property or any part or parts thereof;
- g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, or any one or more of them, with respect to the Property and to exercise all remedies of the Debtors, or any one or more of them, in collecting such monies and accounts, including, without limitation, to enforce any security held by the Debtors, or any one or more of them;
- h) to settle, extend or compromise any indebtedness owing to the Debtors, or any one or more of them, with respect to the Property;
- to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, or any one or more of them, for any purpose pursuant to this Order;
- j) 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;
- k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale

as the Receiver in its discretion, and with the consent of the applicable Mortgagees, may deem appropriate;

- I) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; 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, and in each case the Ontario *Bulk Sales Act* shall not apply.

- m) 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;
- n) 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;
- to consult with the Mortgagees and other creditors of the Debtors on all matters relating to the Property and the Receivership, subject to such terms as to confidentiality as the Receiver deems advisable;
- p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- q) to apply for any permits, licences, approvals or permissions with respect to the Property 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 Debtors, or any one or more of them;
- r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors, or any one or more of them, may have; and
- t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

7. THIS COURT ORDERS that nothing in this Order in any way derogates from the obligations of the Receiver to comply with all requirements under the *Retirement Homes Act*, 2010, S.O. 2010 c.11 (the "*Retirement Homes Act*") and 0. Reg. 166/11 or limits the exercise of the regulatory authority of the Retirement Homes Regulatory Authority (the "RHRA").

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

- 8. THIS COURT ORDERS that (i) the Debtors together with any of their affiliates, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, 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, 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.
- 9. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or

affairs of the Debtors, or any one or more of them, 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 9 or in paragraph 10 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.

- 10. 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.
- 11. THIS COURT ORDERS that the Receiver shall treat all documents and Records in accordance with the obligations contained in the *Retirement Homes Act* and other applicable legislation, including the *Personal Health Information Protection Act*, 2004, c.3 Sched. A.
- 12. THIS COURT ORDERS that all Persons, including without limitation, the Debtors and their affiliates, and each of them, shall be required to cooperate, and share information, with the Receiver, in connection with the operations of the Debtors' businesses and all books and records, contracts, agreements, permits, licenses and insurance policies and other documents in respect of the Debtors, or any one or more of them, and the Property. In addition to the foregoing, general cooperation and information sharing requirements, the Debtors and their affiliates, or any of them, shall be required to do the following: (a) in respect of any and all such contracts, agreements,

permits, licenses and insurance policies and other documents: (1) maintain them in good standing and provide immediate notice and copies to the Receiver of any communications received from regulators, providers, lessors or franchisors in respect thereof; (2) provide immediate notice to the Receiver of any material change and/or pending material change to the status quo in respect thereof; and (3) provide thirty (30) days' written notice to the Receiver of any renewal date, termination date, election date or similar date in respect thereof; and (b) assist, and cooperate with, the Receiver in obtaining any further permits and licenses that may be required in the Receiver's discretion, acting reasonably, in consultation with the Mortgagees.

#### NO PROCEEDINGS AGAINST THE RECEIVER

13. 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, or its respective employees, advisors, counsel and other representatives acting in such capacities, except any Proceeding commenced by the RHRA pursuant to the provisions of the *Retirement Homes Act* or with the written consent of the Receiver or with leave of this Court.

#### NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

14. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors, or any one or more of them, , or the Property shall be commenced or continued except any Proceeding commenced by the RHRA pursuant to the provisions of the *Retirement Homes Act* or 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 Debtors, or any one or more of them, or the Property are hereby stayed and suspended pending further Order of this Court.

#### NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that, , all rights and remedies against the Debtors, or any one or more of them, the Receiver, , or affecting the Property, including, without limitation, licenses and permits, 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 Debtors, or any one or more of them, to carry on any business which the Debtors, or any one or more of them, is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors, or any one or more of them, from compliance with statutory or regulatory provisions relating to health, safety or the environment, including any

regulatory requirements pursuant to the *Retirement Homes Act*, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### NO INTERFERENCE WITH THE RECEIVER

16. THIS COURT ORDERS that, with the exception of the RHRA acting pursuant to its regulatory authority, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, or any one or more of them, in respect of the Property without written consent of the Receiver or leave of this Court.

#### PROPERTY MANAGEMENT

- 17. 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 any one or more of the Debtors (collectively, the "Ashcroft Managers"), it shall have the discretion to pay the Ashcroft Managers in respect of those services in accordance with past practice.
- 18. THIS COURT ORDERS that the Ashcroft Managers and the Debtors 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 Debtors 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 Debtors 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 Debtors shall have any powers in respect of banking arrangements and credit authorization in respect of the Property. The Ashcroft Managers and the Debtors will facilitate the transfer of banking arrangements and credit authorizations to the Receiver in accordance with its direction.

#### **CONTINUATION OF SERVICES**

19. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors, or any one or more of them, in connection with or relating to the Property 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,

accounting services, payroll services, insurance, transportation services, utility or other services to the Debtors, or any one or more of them, in connection with or relating to the Property 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 Debtors', or any one or more of their, 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 Debtors, or any one or more of their, 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. Should any such service provider attempt to discontinue its services with respect to services provided in connection with a retirement home regulated by RHRA, the Receiver shall forthwith notify the RHRA of such attempt.

20. 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 Debtors' bank accounts.

#### RECEIVER TO HOLD FUNDS

- 21. 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 and the collection of any accounts receivable in whole or in part in connection with or relating to the Property, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited in the Segregated Account that has been opened and designed to the applicable Property and the monies standing to the credit of such Segregated 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.
- 22. THIS COURT ORDERS that, notwithstanding any other terms or provisions of this Order, provided that there are sufficient cashflows to fund all ordinary course operational costs of the applicable Property (as determined by the Receiver in consultation with the Mortgagees), the Mortgagees of such Property shall continue to receive, to the extent the cash flows permit, payment of their respective monthly payments of applicable principal, interest and taxes in the

order of priority of their respective mortgages registered against or in respect of the applicable Property and Debtor (to the maximum extent possible, as determined by the Receiver).

#### **EMPLOYEES**

23. THIS COURT ORDERS that all employees of the Debtors, or any one or more of them, shall remain the employees of such Debtor until such time as the Receiver, on behalf of the Debtors, or any one or more of them, 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 subsection 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 subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act* ("**WEPPA**").

#### **PIPEDA**

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

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

25. 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

26. 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 subsections 81.4(5) or 81.6(3) of the BIA or under the WEPPA. 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**

- 27. 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 (as well as in its capacity as Interim Receiver) and counsel to the Receiver (and in its capacity as counsel to the Interim 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 and including fees and disbursements incurred in connection with KSV's appointment as Interim Receiver, and that, subject to paragraph 28, 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 subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA. Notwithstanding the foregoing, the Receiver's Charge in respect of any particular Property owned by a Debtor shall secure only such fees and disbursements of the Receiver and its counsel that are allocated to such Debtor and Property in accordance with paragraph 4 above.
- 28. THIS COURT ORDERS that, notwithstanding any other terms or provisions of this Order:

- a) the Receiver's Charge shall rank behind the mortgage and other security of Peoples Trust Company against the Property of Envie I including the Envie I Property (as defined in the affidavit of David Choo sworn December 3, 2024);
- the Receiver shall not accept or reject any offer received in respect of Envie I or terminate or suspend the Envie I Sale Process, without the prior written consent of Peoples Trust Company and ACM Advisors Ltd.; and
- c) the Receiver shall not borrow or enter into any commitments to borrow funds pursuant to the Receiver's Borrowings Charge in respect of 2195186 Ontario Inc. or the Envie I Property without the prior written consent of Peoples Trust Company and ACM Advisors Ltd. to the extent such amounts are to be advanced in priority Peoples Trust Company.
- 29. THIS COURT ORDERS that KSV in its capacities as Interim Receiver and Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Interim Receiver and Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.
- 30. 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**

31. THIS COURT ORDERS that, subject to paragraph 28(c), the Receiver be at liberty and it is hereby empowered, in consultation with the Mortgagees of a Debtor, 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 \$500,000 per Debtor (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 on a property specific basis. Only the Property of the specific Debtor in respect of which the Receiver is required to borrow monies 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, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, on the specific property, but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA. For greater certainty, any amounts borrowed by the Interim Receiver pursuant to the Interim Receiver's Borrowing Charge as set out in the Order of this Court dated December 20, 2024 shall have the benefit and protection of the Receiver's Borrowing Charge as though such amounts were borrowed pursuant to this Order.

- 32. 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.
- 33. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates in respect of any specific property substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
- 34. 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, in respect of the specific property so charged in accordance with paragraph 31 unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### SERVICE AND NOTICE

- 35. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the "Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website athttps://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <a href="https://www.ksvadvisory.com/experience/case/Ashcroft">https://www.ksvadvisory.com/experience/case/Ashcroft</a>.
- 36. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide 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 Debtors', or any one or more of their, creditors or other interested parties at their respective addresses as last shown on the records of the Debtors, or any one or more of them, 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.

37. THIS COURT ORDERS that the Receiver and its respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

#### **GENERAL**

- 38. 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.
- 39. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a receiver or trustee in bankruptcy of the Debtors, or any one or more of them.
- 40. 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.
- 41. 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.

- 42. THIS COURT ORDERS that each Mortgagee shall have its costs of this Motion, up to and including entry and service of this Order, provided for by the terms of the Mortgagee's security or, if not so provided by the Mortgagee's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors, or any one or more of their estates, with such priority and at such time as this Court may determine.
- 43. THIS COURT ORDERS that nothing in this Order prejudices the Debtors' right of redemption.
- 44. 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.
- 45. THIS COURT ORDERS that this Order is effective from today's date and it is not required to be entered.

Mew J.

Issuance on February 28, 2025

# SCHEDULE "A" – LIST OF SUPPORTING MORTGAGEES, PROPERTY AND DEBTORS DESCRIPTION OF THE REAL PROPERTY

| Mortgagee   | Debtor               | Legal Description of Real Property  |
|---|----------------------|---|
| ACM<br>Advisors Ltd.<br>Institutional<br>Mortgage<br>Capital<br>Canada Inc. | 2067166 Ontario Inc. | PART OF BLOCK 69 ON 4M-1047 BEING PARTS 1,2,3,4 AND 6 4R-21512, OTTAWA. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PARTS 1 TO 5 ON 4R-20298 OVER PART 3 ON 4R-21512 AS IN OC487047. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PARTS 9 TO 11 ON 4R-20298 OVER PART 3 ON 4R-21512 AS IN OC494285. TOGETHER WITH A RIGHT-OF-WAY OVER PARTS 2 AND 5 ON 4R-20298AS IN OC487047.TOGETHER WITH A RIGHT-OF-WAY OVER PART 9 ON 4R-20298 AS IN OC494285. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PART 5 ON 4R-21512 OVER PART 6 ON 4R-21512 AS IN OC654077. SUBJECT TO A RIGHT-OF-WAY IN FAVOUR OF PART 5 ON 4R-21512 OVER PART 4 ON 4R-21512 AS IN OC654077. SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 ON PLAN 4R-28152 AS IN OC1621378.; TOGETHER WITH AN EASEMENT OVER PART BLOCK 69 PLAN 4M1047 PART 5 4R21512 AS IN OC1966865, being PIN 03998-1732 (LT) |
| ACM<br>Advisors Ltd.<br>Institutional<br>Mortgage<br>Capital<br>Canada Inc. | 2265132 Ontario Inc. | PART OF BLOCKS 10 AND 11 PLAN 4M1327, PARTS 8, 9, 21, 45 AND 46 PLAN 4R25794. SUBJECT TO AN EASEMENT OVER PART 21 PLAN 4R25794 AS IN NS45154. SUBJECT TO AN EASEMENT OVER PARTS 8, 21 AND 46 PLAN 4R25794 AS IN OC909083; SUBJECT TO AN EASEMENT AS IN OC1200007; SUBJECT TO AN EASEMENT IN GROSS AS IN OC1254247; SUBJECT TO AN EASEMENT AS IN OC1435034; TOGETHER WITH AN EASEMENT OVER ALL OF BLOCK 9 AND PART OF BLOCKS 10, 11 AND 25 PLAN 4M1327, PARTS 1, 3, 4, 5, 6, 7, 10, 11, 14, 15, 16, 17, 18, 20, 23, 24, 26, 27, 28, 32, 33, 34, 35, 37, 39, 40, 41, 42, 43, 44, 50, 51, 52 AND 54 PLAN 4R25794 AS IN OC1451771; CITY OF OTTAWA, being PIN 04052-0799 (LT)  |

| Mortgagee   | Debtor                                | Legal Description of Real Property  |
|---|---------------------------------------|---|
| ACM<br>Advisors Ltd.<br>Institutional<br>Mortgage<br>Capital<br>Canada Inc. | 1384274 Ontario Inc.                  | ALL OF BLOCK 9 AND PART OF BLOCKS 10, 11 AND 25 PLAN 4M1327, PARTS 1, 3, 4, 5, 6, 7, 10, 11, 14, 15, 16, 17, 18, 20, 23, 24, 26, 27, 28, 32, 33, 34, 35, 37, 39, 40, 41, 42, 43, 44, 50, 51, 52 AND 54 PLAN 4R25794. SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1, 16, 17, 18, 23, 24, 27 AND 28 PLAN 4R25794 AS IN OC881843. SUBJECT TO AN EASEMENT OVER PARTS 3, 4, 5, 6, 7, 10, 11, 14, 15, 20, 26, 32, 33, 34, 35, 39, 40, 41 AND 54 PLAN 4R25794 AS IN OC909083; SUBJECT TO AN EASEMENT AS IN OC1200007; SUBJECT TO AN EASEMENT IN GROSS AS IN OC1254247; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 12 PLAN 4M1327, PART 19 PLAN 4R25794 AS IN OC1451770; SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF BLOCKS 10 AND 25 PLAN 4M1327, PARTS 2, 22, 25, 29, 30, 31, 36 AND 53 PLAN 4R25794; PART OF BLOCKS 10 AND 11 PLAN 4M1327, PARTS 8, 9, 21, 45 AND 46 PLAN 4R25794; PART OF BLOCKS 10 AND 11 PLAN 4M1327, PARTS 12, 13, 38, 47, 48 AND 49 PLAN 4R25794 AS IN OC1451771; SUBJECT TO AN EASEMENT IN GROSS AS IN OC1560118; CITY OF OTTAWA, being PIN 04052-0801 (LT) |
| Peoples<br>Trust<br>Company<br>ACM<br>Advisors Ltd.                         | 2195186 Ontario Inc.                  | PART LOTS 7, 8, 9, 10, 11 AND PART LANE, AS CLOSED BY ORDER CR234928 PLAN 131037, PART 1 PLAN 4R29600; SUBJECT TO AN EASEMENT AS IN OC1804530; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 4R33801 AS IN OC2393098; CITY OF OTTAWA, being PIN 04102-0340 (LT)  |
| Institutional<br>Mortgage<br>Capital<br>Canada Inc.                         | Ashcroft Homes – La<br>Promenade Inc. | PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PARTS 7, 8, PLAN 4R29684; TOGETHER WITH AN EASEMENT OVER PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PARTS 2, 4, PLAN 4R29684 IN FAVOUR OF PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PART 7, PLAN 4R29684 AS IN OC1822752; TOGETHER WITH AN EASEMENT OVER PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PARTS 2, 3, 4, 5, 6, PLAN 4R29684 IN FAVOUR OF PART LOTS 34, 35, CONCESSION 1 CUMBERLAND (OLD SURVEY) DESIGNATED AS PART 7, PLAN 4R29684 AS IN OC1822752; SUBJECT TO AN EASEMENT IN GROSS OVER PLAN 4R30928 AND PART 1 ON PLAN4R31325 AS IN OC2032997; CITY OF OTTAWA   |
| Canadian<br>Western<br>Bank   | 1019883 Ontario Inc.                  | PIN 02626-0026 (LT) - PCL27-22, SEC NEPEAN-A RIDEAU FRONT; PT LT 27, CON A RIDEAU FRONT, PART 1 &2 ,4R7847;T/W ROW PT 5, 4R7847 AS IN LT757172; S/T 1T408623, 1T409186,LT424426,LT424520,LT427435, 1T499796 NEPEAN; CITY OF OTTAWA;THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON   |

#### **SCHEDULE "C"**

#### **RECEIVER CERTIFICATE**

| CERTIFICATE NO  |
|---|
| AMOUNT \$   |
| 1. THIS IS TO CERTIFY that KSV RESTRUCTURING INC., the Receiver (the "Receive   |
| of all of the properties, assets and undertaking of (the "Property") appointed  |
| Order of the Ontario Superior Court of Justice (the "Court") dated the day of, 20_  |
| (the "Order") made in Court file number CV-24-00098058-0000; has received as such Received  |
| from the holder of this certificate (the "Lender") the principal sum of \$, being part  |
| the total principal sum of \$ which the Receiver is authorized to borrow under a  |
| 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 date = |
| of each month] after the date hereof at a notional rate per annum equal to the rate of p  |
| 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  |
| 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 its  |
| 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   |
| the main office of the Lender at, 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 Receive  |
| to any person other than the holder of this certificate without the prior written consent of the hold   |
| of this certificate.  |
| 6. The charge securing this certificate shall operate so as to permit the Receiver to deal w  |

the Property as authorized by the Order and as authorized by any further or other order of the

Court.

| , and it is not under any personal liability, to pay any sum es under the terms of the Order.  |
|--|
| , 20   |
| KSV RESTRUCTURING INC. solely in its capacity as receiver and manager of the property, assets and undertaking of [insert applicable debtor] and not in its personal capacity |
| Per:   |
| Name:  |
| Title:   |
| •  |

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.

Court File No: CV-24-00098058-0000

### ONTARIO SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT OTTAWA

#### RECEIVERSHIP ORDER

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Lawyers for KSV Restructuring Inc., the Interim Receiver

# Appendix "D"



First Report to Court of KSV Restructuring Inc. as Interim Receiver of Ashcroft Urban Developments Inc., 2067166 Ontario Inc., 2265132 Ontario Inc., Ashcroft Homes – La Promenade Inc., 2195186 Ontario Inc., 1384274 Ontario Inc., Ashcroft Homes – Capital Hall Inc. and 1019883 Ontario Inc.

February 14, 2025

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COURT FILE NO.: CV- 24-00098058-0000

## ONTARIO SUPERIOR COURT OF JUSTICE

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., 2265132 ONTARIO INC., ASHCROFT HOMES – LA PROMENADE INC., 2195186 ONTARIO INC., ASHCROFT HOMES – CAPITAL HALL INC. AND 1019883 ONTARIO INC.

## FIRST REPORT OF KSV RESTRUCTURING INC. AS INTERIM RECEIVER

#### **FEBRUARY 14, 2025**

#### 1.0 Introduction

- 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. ("ReStays"), 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. ("Envie II") 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"), which is not subject to the interim receivership proceedings.
- 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 Honourable Justice Mew's decision dated December 20, 2024 (the "Decision"), the Court dismissed the motion to extend the CCAA Proceedings and granted motions made by ACM Advisors Ltd. ("ACM") and certain other lenders to appoint KSV Restructuring Inc. ("KSV") as interim receiver of the Companies, and by Central 1 Credit Union ("Central") 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 (together, the "Property") of the Companies pursuant to section 47(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. A copy of the Interim Receivership Order is attached as Appendix "B". The Court also issued an order appointing BDO as receiver of Ravines Retirement.
- 4. KSV is aware of a separate receivership application recently filed against another Ashcroft entity, 1230172 Ontario Inc. ("1230 Ontario"), which operates a retirement and nursing home facility adjacent to Park Place Senior. The application was filed by Cameron Stephens Mortgage Capital Ltd., 1230 Ontario's principal secured lender. KSV has been proposed as the receiver and manager in that application and KSV has consented to act in that capacity. As at the date of this First Report, that application is in the process of being scheduled.
- 5. 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 Envie II); and (iii) a hotel (ReStays). 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.
- 6. KSV is filing this report (the "First Report") in its capacity as Interim Receiver.

#### 1.1 Purposes of this First Report

- 1. The purposes of this First Report are to:
  - a) provide background information on the Companies and these proceedings;
  - explain the rationale to convert the interim receivership over the Companies to a receivership pursuant to Section 243 of the BIA, based on the Commercial List model Receivership Order (with minor amendments required in the circumstances);
  - c) summarize the activities of the Interim Receiver since its appointment, including its dealings with the Companies' key stakeholders;
  - summarize the basis on which these proceedings have been funded, including by providing an interim statement of receipts and disbursements for each of the Companies;

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<sup>&</sup>lt;sup>1</sup> 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.

- e) recommend that this Court issue Orders, among other things:
  - i. terminating KSV as Interim Receiver;
  - ii. appointing KSV as receiver and manager of Park Place Senior, Ravines Senior, Promenade Senior, Envie I and the Head Office, along with separate receivership orders for each of ReStays and Envie II;
  - iii. amending the title of proceedings in this matter to reflect the receivership and the Companies within this proceeding;
  - iv. regularizing the process for *Condo Act* (defined below) liens in respect of condominium units owned by Envie II, including the process for determining a dispute regarding any *Condo Act* lien, as set out below; and
  - v. approving this First Report and the activities of the Interim Receiver as described herein.

#### 1.2 Restrictions

- 1. In preparing this First Report, the Interim 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 (the "Choo Affidavit") and information available in the public domain.
- 2. The Interim 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 Interim 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 these proceedings, including KSV's report as proposed interim receiver dated December 11, 2024 (the "Pre-Filing Report") are available on the Interim Receiver's case website: <a href="https://www.ksvadvisory.com/experience/case/ashcroft">https://www.ksvadvisory.com/experience/case/ashcroft</a> (the "Case Website").

#### 1.4 Defined Terms

1. Capitalized terms not defined in this First Report are based on the definitions provided in the Interim 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 Ashchroft 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 below.
- 3. Additional background information on the Companies and the Ashcroft Homes Group is included in the Choo Affidavit.

#### ReStays

- 1. ReStays owns a property located at 101 Queens Street, Ottawa and 110 Sparks Street, Ottawa. ReStays operates a luxury hotel and condominium which includes:
  - 111 residential fully-furnished rental units, available for short or longer-term stays;
  - 21,200 square feet of commercial and retail space, which is largely vacant;
  - 227 underground parking spaces; and
  - 18 unsold residential condominium units.
- 2. The four components of the property operate under separate condominium registrations and boards.
- 3. CMLS Financial Ltd. ("CMLS") is the principal secured creditor of ReStays. CMLS holds a first ranking mortgage and general assignment of rents registered on title to the ReStays property securing the obligations under a loan agreement dated August 9, 2021 (the "ReStays Loan").
- 4. As at the commencement of these proceedings, CMLS was owed approximately \$52 million under the ReStays Loan.
- 5. As at February 12, 2025, ReStays employed 35 full-time and part-time employees.

#### Park Place Senior

- Park Place Senior operates as an independent living senior's residence located at 120 Central Park Drive, Ottawa. The facility is a six storey, 99 suite apartment building with various amenities and parking.
- 2. Computer Trust Company of Canada ("Computershare"), as trustee and title holder for ACM, is the principal secured creditor of Park Place Senior, pursuant to a commitment letter dated November 25, 2022 (as amended, the "Park Place ACM Loan"). The Park Place ACM Loan is secured by a first-ranking mortgage over the real property of Park Place Senior. The commitment letter also provides that the Park

Place ACM Loan is cross-collateralized over the real property of Ravines Senior in connection with a loan made by ACM to Ravines Senior (as described below). The security for the Park Place ACM Loan also includes, among other things, a general assignment of rents over the real property of Park Place Senior and a general security agreement over all present and after-acquired personal property of Park Place Senior.

- 3. As at the commencement of these proceedings, ACM was owed approximately \$19 million under the Park Place ACM Loan.
- 4. The Interim Receiver understands that Institutional Mortgage Capital Canada Inc. ("IMC") is also a secured creditor of Park Place Senior pursuant to a loan agreement dated December 5, 2022 (the "Park Place IMC Loan"). Ravines Senior is a coborrower under the Park Place IMC Loan, and is jointly and severally liable for the Park Place IMC Loan. The Park Place IMC Loan is secured by a second-ranking mortgage and general assignment of rents over the real property of both Park Place Senior and Ravines Senior, a general security agreement over the assets and undertaking of both Park Place Senior and Ravines Senior, and an agreement to grant IMC a mortgage over the parking facility owned by 138 Ontario.
- 5. As at the commencement of these proceedings, IMC was owed approximately \$11.5 million under the Park Place IMC Loan.
- As at February 12, 2025, Park Place Senior employed 54 full-time and part-time employees. As discussed in Section 5.2 below, the employees of Park Place Senior are members of Local 8327 of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (the "USW").

#### Ravines Senior

- 1. Ravines Senior operates as independent living senior's residence located at 636 Prado Private, Ottawa. The facility is an eight storey, 138 suite apartment building with various amenities and access to a shared parking facility owned by 138 Ontario.
- 2. Computershare, as trustee and title holder for ACM, is the principal secured creditor of Ravines Senior and 138 Ontario pursuant to a commitment letter dated November 25, 2022 (as amended, the "Ravines ACM Loan"). The Ravines ACM Loan is secured by a first-ranking mortgage over the real property of Ravines Senior. The commitment letter also provides that the Ravines ACM Loan is cross-collateralized over the real property of Park Place Senior, pursuant to a loan provided by ACM to Park Place Senior (as described above). The security for the ACM Loan also includes, among other things, a general assignment of rents over the real property of Ravines Senior and 138 Ontario and a general security agreement over present and after-acquired personal property of Ravines Senior and 138 Ontario.
- 3. As at the commencement of these proceedings, ACM was owed approximately \$40.7 million under the Ravines ACM Loan.
- 4. As described above, Ravines Senior is the co-borrower and is jointly and severally liable under the Park Place IMC Loan.

5. As at February 12, 2025, Ravines Senior employed 64 full-time and part-time employees.

#### Promenade Senior

- Promenade Senior operates as an independent living senior's residence located at 150 Rossignol Drive, Ottawa. The facility is a six storey, 152 suite apartment building with various amenities and parking.
- 2. Promenade Senior also owns vacant land located at 100 Rossignol Drive, Ottawa.
- 3. IMC is the secured creditor of Promenade Senior pursuant to a commitment letter dated September 24, 2020 (as amended, the "Promenade IMC Loan"). The Promenade IMC Loan is secured by a first-ranking mortgage over the real property of Promenade Senior and includes an assignment of rents and a general security agreement over all present and after-acquired real and personal property of Promenade Senior.
- 4. As at the commencement of these proceedings, IMC was owed approximately \$37 million under the Promenade IMC Loan.
- 5. As at February 12, 2025, Promenade Senior employed 49 full-time and part-time employees.

#### Envie I

- 1. Envie I operates a student residence located at 101 Champagne Rd, Ottawa. The facility is a 29 storey, 185-unit apartment building with 1,850 square feet of retail space and various shared amenities.
- 2. As at the date of the Interim Receivership Order, the property was managed by Envie I and certain employees of the Head Office Company, with occupancy at approximately 70%.
- 3. People's Trust Company ("People's Trust") is the principal secured creditor of Envie I pursuant to a loan agreement dated October 24, 2017 (the "People's Loan"). The People's Loan is secured by first-ranking mortgage and general assignment of rents over the real property of Envie 1, and a general security agreement over the assets and undertaking of Envie I.
- 4. As at the commencement of these proceedings, People's Trust was owed approximately \$55.6 million under the People's Loan.
- 5. ACM is the second-ranking secured creditor of Envie I pursuant to a loan dated November 24, 2017 (the "Envie I ACM Loan"). The Envie I ACM Loan is secured by a second-ranking mortgage and general assignment of rents over the real property of Envie I.
- 6. As at the commencement of these proceedings, ACM was owed approximately \$11 million under the Envie I ACM Loan.

- 7. Envie I is also subject to a claim by Canada Revenue Agency ("CRA") for past due HST of approximately \$3.5 million, plus penalties and interest, which continue to accrue. The claim relates to a reassessment by CRA in 2019 when Envie I's construction was completed. Envie I filed a Notice of Appeal in 2020, objecting to CRA's reassessment. This matter is presently before the Tax Court of Canada. The Interim Receiver has been corresponding with Envie I's counsel relating to this dispute.
- 8. As at February 12, 2025, Envie I employed 23 full-time and part-time employees.

#### Envie II

- 1. Envie II owns 110 of 353 condominium units in a property which was purpose built to operate as a student and young professionals rental building located at 105 Champagne Rd, Ottawa. Envie II is adjacent to Envie I.
- 2. Similar to Envie I, as at the date of the Interim Receivership Order, rental of the units owned by Envie II was managed by Envie I and certain employees of the Head Office Company, with occupancy at approximately 70%. However, the building is managed by an independent third party engaged by the condominium association.
- 3. Equitable Bank is the principal secured creditor of Envie II 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 the real property of Envie II, and a general security agreement over the assets and undertaking of Envie II.
- 4. As at the commencement of these proceedings, Equitable Bank was owed approximately \$24.3 million under the Equitable Bank Loan.
- 5. Envie I shares employees with Envie II.

#### Head Office Company

- The Head Office owns a 28,349 square foot property located at 18 Antares Drive, Nepean, which primarily serves as the head office of the Ashcroft Homes Group. The employees of the Head Office provide management support services to all entities operating within the Ashcroft Homes Group, including the Companies subject to the Interim Receivership Order.
- 2. Canadian Western Bank ("CWB") is the principal secured creditor of the Head Office Company pursuant to a commitment letter dated March 18, 2022 (as amended, the "CWB Loan"). The CWB Loan is secured by, among other things, a first-ranking mortgage and general assignment of rents over the real property of the Head Office Company, and a general security agreement over the present and after-acquired real and personal property of the Head Office Company.
- 3. As at the commencement of these proceedings, CWB was owed approximately \$4.1 million under the CWB Loan.

- 4. CRA has registered a lien on title to the real property owned by the Head Office Company in the amount of approximately \$1.1 million (the "CRA Lien"). The Interim Receiver understands that the CRA Lien was registered to secure outstanding excise tax obligations owing by the Head Office Company.
- 5. As at February 12, 2025, the Head Office Company employed 10 full-time and part-time employees. As discussed in Section 7.2 below, the headcount at the Head Office Company has recently been reduced.

### 3.0 Conversion to Receivership

- 1. KSV's appointment as Interim Receiver was made pursuant to, among others, section 47(1) of the BIA, which provides that it is "until the earliest of:
  - a) the taking of possession by a receiver, within the meaning of subsection 243(2), of the debtor's property over which the interim receiver was appointed;
  - b) the taking of possession by a trustee of the debtor's property over which the interim receiver was appointed; and
  - c) the expiry of 30 days after the day on which the interim receiver was appointed or of any period specified by the court". [emphasis added]
- 2. Accordingly, the appointment is, per the statute, intended to be temporary.
- 3. The proposed receivership orders being sought in this motion are substantially the same as the Interim Receivership Order, but for the lack of a time limitation regarding the duration of the Order, and authorization for the Receiver to market and sell the Companies' property. The proposed receivership orders are largely consistent with the Commercial List model receivership order, except for changes which KSV, as proposed receiver, believes are appropriate in the circumstances of these proceedings.
- 4. KSV has consulted with the Companies' principal lenders concerning the proposed receivership orders. KSV understands that the principal lenders consent to the terms of the proposed receivership orders.
- 5. As ReStays and Envie II operate businesses which are relatively unique from the other businesses<sup>2</sup> and their mortgagees are different from the mortgagees registered on title to the real property owned by the other Companies, their respective mortgage lenders (CMLS as it relates to ReStays and EQB as it relates to Envie II) expressed a preference for the proceedings to be separate from the remaining Companies. KSV does not believe that this will impair the conduct of the various receivership proceedings.

<sup>&</sup>lt;sup>2</sup> While Envie I and Envie II are similar, the two properties target different demographics and rental term durations. The two are also managed separately, as discussed further in Section 4.

- 6. KSV is of the view that its appointment as Receiver is reasonable and appropriate at this time as it will allow for: (i) the Companies' businesses to continue to be managed under the supervision of the Receiver; and (ii) processes to be considered and implemented, as appropriate, to maximize value for the applicable secured lenders and other stakeholders. Furthermore, it is appropriate, in KSV's opinion, for it to be appointed as Receiver given that it has been involved with stabilizing each of the Companies' businesses since being appointed as Interim Receiver, it has been working with the Companies' operational and executive management teams to familiarize itself with the Companies' operations, and it has worked with the Companies and their stakeholders, including secured lenders and Retirement Homes Regulatory Authority ("RHRA"), the regulator that oversees the operations of the retirement facilities, to address the key issues affecting the Companies. The Interim Receiver understands that each of the Companies' secured lenders supports the conversion of interim receivership to receivership proceedings, which has been the stated intention for these proceedings since the CCAA proceedings were terminated.
- 7. If the receivership orders are granted: (a) Park Place Senior, Ravines Senior, Promenade, Envie I and the Head Office Company will be subject to the receivership order in this court file number; and (b) ReStays and Envie II will be subject to receivership orders in new court file numbers. Ravines Retirement continues to be subject to the BDO receivership. As such, the Interim Receiver recommends that the title of proceedings be updated to accurately reflect the relevant parties in CV- 24-00098058-0000 going forward.
- 8. As noted above, KSV is also the proposed receiver and manager of 1230 Ontario in a pending application before the Court brought by Cameron Stephens Mortgage Capital Ltd.

## 4.0 Property Management

#### 4.1 Park Place Senior, Promenade Senior and Ravines Senior

- 1. As set out in the Pre-Filing Report, KSV intended to engage Brightwater Senior Living ("Brightwater") upon its appointment as Interim Receiver to review the operations of the three retirement facilities over which it was appointed, being Park Place Senior, Promenade Senior and Ravines Senior. KSV and Brightwater entered into an engagement letter dated January 3, 2025. Brightwater's initial mandate includes evaluating the current condition of each of the retirement communities, identifying operational issues and making recommendations to improve operations. Brightwater's credentials to act in this capacity were included as an appendix to the Pre-Filing Report.
- Since its appointment, the Interim Receiver has worked extensively with Brightwater
  to facilitate its review process, including arranging several onsite visits and interviews
  with the employees of the three retirement facilities and the Head Office Company.
  On February 6, 2025, Brightwater issued a report, a copy of which was provided by
  the Interim Receiver to the applicable mortgagees (ACM and IMC).

3. Brightwater is currently in the process of being engaged as property manager to oversee the operation of the retirement communities and implement its recommendations, in consultation with the applicable mortgagees and KSV. The Interim Receiver has also advised RHRA of the intended retention of Brightwater as property manager.

#### 4.2 Envie I and II - Property Management

- 1. As discussed in the Pre-Filing Report, the Interim Receiver intended to engage Varsity Properties Inc. ("Varsity"), which owns and operates student housing residences, as a consultant to review and provide recommendations on the operations of Envie I and II. Varsity's credentials to act in this capacity were included as an appendix to the Pre-Filing Report.
- 2. The Interim Receiver engaged Varsity on January 4, 2025. The Interim Receiver met onsite with Varsity's principals and the current management of Envie I and II. Varsity was also provided with information on the two properties, including rent rolls, demographics and historical financial results.
- 3. On January 17, 2025, Varsity issued a report to the Interim Receiver, which the Interim Receiver shared on a confidential basis with the mortgagees of the student residences (People's Trust, ACM and Equitable Bank).
- 4. Based on its review, Varsity recommended that, among other things: (i) it be appointed as property manager regarding Envie I to supplement and oversee existing management; and (ii) Ottawa Property Managers ("OPM"), being the rental manager at Envie II engaged by the owners of the majority of the condominium units not owned by Envie II, be engaged as rental manager for that property.
- 5. On February 10, 2025, the Interim Receiver executed a property management agreement with Varsity. The effective date of the agreement is March 3, 2025 which is intended to provide Varsity with the opportunity to take on the property management responsibilities at Envie I.
- 6. The Interim Receiver is presently finalizing an agreement with OPM related to Envie II.

#### 5.0 Activities of the Interim Receiver

- 1. Since its appointment, the Interim Receiver's activities include the following:
  - a) attending at the Head Office Company on a near daily basis to work with employees of the Ashcroft Group concerning the operations of the Companies' businesses;
  - b) establishing cash management procedures for each of the Companies and working with the Ashcroft Group's bank, Canadian Imperial Bank of Commerce ("CIBC"), and its legal counsel, in this regard;
  - c) dealing with insurance matters, including adding the Interim Receiver as an additional insured and loss payee on each of the Companies' policies;

- d) engaging an IT service provider to conduct a backup of the Companies' systems and servers;
- e) corresponding with each of the Companies' mortgagees and/or their respective legal counsel regarding all material matters in these proceedings;
- f) drafting statutory reports pursuant to Subsections 245(1) and 246(1) of the BIA;
- g) assisting the Companies to prepare and implement a communication plan for internal and external stakeholders, including vendors, tenants and employees;
- h) attending periodically at each of Companies' real properties;
- i) preparing cash flow projections for each of the Companies and providing budget-to-actual variance analyses to the Companies' mortgagees;
- j) overseeing the affairs of the Companies' businesses, including controlling receipts and disbursements;
- k) corresponding with representatives of the RHRA and its legal counsel in connection with Park Place Senior, Promenade Senior and Ravines Senior;
- I) working closely with Brightwater and Varsity concerning their engagements as property managers of the retirement residences and the Envie I student residences, respectively;
- m) corresponding with the Monitor appointed in the Companies' CCAA proceedings and issuing the CCAA Termination Certificate on January 14, 2025, in accordance with the Interim Receivership Order;
- n) considering offers for certain of the condominium units owned by ReStays, and discussing same with CMLS and the Companies' counsel involved in preparing condominium disclosure documents;
- o) meeting and corresponding with Home Construction Regulatory Authority regarding the license held by an affiliate of ReStays and the Interim Receiver's authority to sell individual condominium units;
- p) working with Blaney McMurtry LLP ("Blaney") and Norton Rose Fulbright Canada LLP ("NRF"), the Interim Receiver's legal counsel in these proceedings<sup>3</sup>;
- q) instructing Blaney and NRF to provide opinions on the validity and enforceability of each of the Companies' senior mortgagees' security;
- r) responding to emails and calls from creditors, suppliers, tenants, employees and other stakeholders:

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<sup>&</sup>lt;sup>3</sup> Blaney for Envie I, Envie II and ReStays, and NRF for the remaining Companies.

- s) maintaining the Case Website for these proceedings; and
- t) drafting this First Report and reviewing and commenting on all Court materials filed in connection with the Interim Receiver's motion returnable February 24, 2025.

#### 5.1 ReStays - Broker Proposals

- On January 15, 2025, the Interim Receiver solicited proposals from three national realtors to act as listing agent to market and sell the ReStays property. KSV has previously worked with the selected realtors, each of which has considerable experience in the hospitality sector and a local presence.
- 2. The Interim Receiver requested that each realtor provide background information regarding its experience, a marketing plan for the ReStays property, an estimate of the value of the ReStays property under different scenarios (including as an apartment complex) and its proposed commission structure.
- 3. The Interim Receiver met with representatives of the three realtors and attended site tours with the general manager of ReStays. The Interim Receiver also provided the realtors with access to a virtual data room after they signed a confidentiality agreement.
- 4. The Interim Receiver is presently reviewing the three proposals received from the realtors, in consultation with CMLS, as the principal secured creditor over ReStays.
- 5. The Receiver, if appointed, may bring a motion for approval of a sale process forthwith once a realtor is selected.

#### 5.2 Park Place Senior - United Steelworkers Union

- 1. The employees of Park Place Senior are members of Local 8327 of the USW pursuant to a collective bargaining agreement dated April 20, 2022 (the "CBA"). The CBA also includes employees of 1230 Ontario<sup>4</sup>, a related entity which is subject to the pending receivership application discussed above.
- 2. On January 20, 2025, the Interim Receiver received a Notice to Bargain under the CBA, which expires on April 19, 2025. The USW has also advised the Interim Receiver of several recently filed grievances in connection with unpaid union dues and pension contributions.
- 3. NRF, on behalf of the Interim Receiver, has been corresponding with USW representatives in connection with these issues. A copy of NRF's letter to the USW dated February 5, 2025 is attached as Appendix "C".

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<sup>&</sup>lt;sup>4</sup> "1230772 Ontario Inc" appears to be a typo in the CBA. The Interim Receiver believes the correct entity is 123072 Ontario Inc.

#### 5.3 Envie I – Sale Process

- 1. As discussed in the Choo Affidavit and contemplated in paragraph 8(e) of the Interim Receivership Order<sup>5</sup>, Envie I had commenced a sale process prior to commencement of the CCAA Proceedings. The sale process was carried out by CMLS Advisory, Envie I's sales agent. CMLS Advisory had been the sales agent for a third student housing residence owned by an affiliate of Envie I which was sold in October 2024.
- 2. Following its appointment as Interim Receiver, the Companies' management provided to the Interim Receiver a copy of a non-binding letter of intent that had been accepted by Envie I on December 17, 2024 (the "LOI"), and a draft agreement of purchase and sale prepared by the proposed purchaser ("APS").
- 3. The Interim Receiver met with CMLS Advisory to discuss its process and the steps that led to acceptance of the LOI. CMLS Advisory recommended that the transaction contemplated in the LOI proceed for reasons that will be summarized in a subsequent report to Court if the transaction becomes unconditional.
- 4. The Interim Receiver and Blaney have been corresponding regularly with counsel to the proposed purchaser to finalize the APS, which is subject to ongoing diligence. Drafts of the APS have been shared with People's Trust and ACM (Envie I's secured lenders), and with Mr. Choo.
- 5. The Interim Receiver is presently close to finalizing the APS. A summary of the sale process and the transaction will be provided in a subsequent motion to the Court, if the proposed purchaser waives its conditions.

#### 5.4 Envie II – Insurance Claim

- 1. As discussed in the Choo Affidavit, Envie II filed a statement of claim in 2020 against Northbridge General Insurance Corporation ("Northbridge"), its insurer, relating to fire damage that occurred in 2018. The total claim is for approximately \$60 million. Northbridge is defending the matter.
- 2. The Interim Receiver and Blaney received copies of the pleadings from Conway Baxter Wilson LLP ("Conway"), Envie II's counsel in the Northbridge litigation, and discussed the matter with Conway. The Interim Receiver was advised that the matter is well advanced, expert reports are to be filed by Envie II by February 14, 2025 and by Northbridge before April 17, 2025, with an eight-week trial scheduled to start on October 6, 2025.
- 3. The Interim Receiver is supportive of Envie II continuing to pursue this insurance claim and its representation by Conway, who has significant background on the claim and Northbridge's defences.

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<sup>&</sup>lt;sup>5</sup> The section provides that the Interim Receiver is empowered and authorized "in respect of the Property owned by 2195186 Ontario Inc. ("Envie 1"), to continue the sale process currently in place for Envie I (the "Envie I Sale Process") and seek approval by the Court of any transaction for the sale of the business and assets of Envie 1".

#### 5.5 Envie II – Condo Lien Registration

- 1. The common elements of the Envie II property are owned by the Ottawa-Carleton Standard Condominium Corporation No. 1081 ("OCSCC 1081"). The Interim Receiver understands that OCSCC 1081 charges monthly common expense fees for each unit at the Envie II property (110 of the 353 units are owned by Envie II) and raises funds from unit owners via special assessments when required.
- 2. Following its appointment, the Interim Receiver was contacted by Davidson Hould Allen LLP ("Davidson"), counsel to OCSCC 1081, which advised that as of January 7, 2025, the Envie II units were in arrears for condominium fees, legal costs and interest (the "Condo Arrears").
- 3. Davidson also advised that a payment in the amount of \$68,752 was received on behalf of Envie II after the initial order in the CCAA Proceeding dated December 5, 2024 (the "Initial Order"). OCSCC 1081's position is that it is entitled to apply this payment to the earliest arrears on Envie II's account (prior to the December 2024 condo fees). Davidson advised that, following application of the December 2024 payment to the earliest arrears, the sum of \$124,360 remained outstanding for Condo Arrears, which includes \$46,997 for December 2024 condominium fees and \$56,301 for January 2025 condominium fees.
- 4. The Interim Receiver's view is that the Initial Order prohibited the December 2024 payment of \$68,752 from being applied against arrears, and that payment was in respect of the December 2024 condo fees. The Interim Receiver has now paid the January and February 2025 condo fees and will continue to pay these fees going forward.
- 5. Davidson advised of OCSCC 1081's intention to give notices, and to subsequently register certificates of lien over title to each of the units owned by Envie II, pursuant to the terms of the *Condominium Act, 1998*, S.O. 1998, c. 19 (the "*Condo Act*"). Davidson further advised that it expected that the legal fees and related disbursements that OCSCC 1081 would incur in respect of the notice would be approximately \$90,000 in aggregate for all of the units owned by Envie II, and an even greater amount if certificates of lien were then required to be issued and registered in respect of these units (which would all be added to the lien amount). Davidson advised that the deadline for issuing notices in respect of OCSCC 1081's *Condo Act* liens was February 17, 2025.
- 6. The Interim Receiver's position is that any *Condo Act* enforcement process was stayed by the Initial Order and continues to be stayed pursuant to the Interim Receivership Order.
- 7. Instead of seeking an urgent motion date to determine the issue, Davidson and the Interim Receiver agreed on the terms of an order (the "Condo Lien Regularization Order") that, subject to Court approval, will provide a process whereby OCSCC 1081 will be entitled to a Court-ordered charge which replicates the protection that OCSCC 1081 would receive under the *Condo Act*, while at the same time preserving the rights of the Interim Receiver or any stakeholder to challenge OCSCC 1081's right to the charge, as well as the timeliness and quantum of any claim made under the Condo Lien Regularization Order. A copy of the proposed Condo Lien Regularization Order is attached as Appendix "D".

- 8. The Condo Lien Regularization Order provides a mechanism for OCSCC 1081 to protect its position, if successful, regarding its claim for arrears under the *Condo Act*, as well as to any future claim it may have in the event future condominium fees are not paid when due. The Condo Lien Regularization Order preserves the Receiver's right to contest the claim.
- 9. In the Interim Receiver's view, the process set out in the Condo Lien Regularization Order best protects the interests of all stakeholders, without placing undue administrative and financial burden on Envie II.
- 10. In anticipation of the Condo Lien Regularization Order being issued, OCSCC 1081 has provided the Interim Receiver with a Lien Notice (as defined in the Condo Lien Regularization Order) in respect of its purported claim.

### 6.0 Companies' Refinancing Efforts

- 1. On February 4, 2025, the Interim Receiver and legal counsel to the mortgagees received correspondence from Blue Rock Law LLP, counsel to the Companies and certain non-receivership affiliated entities, advising that Mr. Choo, on behalf of the Companies, had entered into a non-binding refinancing term sheet (the "Refinancing Term Sheet") with a potential refinancing party (the "Potential Lender"), based in the United States. The purpose of the Refinancing Term Sheet is to refinance all of the mortgage obligations of the receivership entities (including the one being managed by BDO), other than Envie 1 for which a transaction is being negotiated as set out above, such that the ongoing receivership proceedings can be terminated, subject to Court approval.
- 2. The Refinancing Term sheet includes a 45-day due diligence condition and purported exclusivity. The Interim Receiver has since clarified that as a result of the Interim Receivership Order, the Companies did not, and do not, have the authority to enter into agreements, nor is the Interim Receiver in a position to provide exclusivity and that it is unwilling to do so.
- 3. Although the Interim Receiver has not yet launched a sale and/or refinancing process, the Interim Receiver advised the Potential Lender that it could continue its due diligence on the basis that it was doing so without any exclusivity and upon executing a confidentiality agreement. The Interim Receiver consulted with certain of the mortgagees in this regard. The Interim Receiver is not aware of any objection by any mortgagee to allowing the Potential Lender to perform due diligence on a non-exclusive basis.
- 4. KSV, if appointed Receiver, intends in due course to launch a sale or refinancing process, subject to further order of the Court. In the meantime, the Interim Receiver did not see any downside in allowing the Potential Lender to continue its due diligence (on terms acceptable to the Interim Receiver) given that it provides an opportunity to refinance, in full, the mortgages.
- 5. The Interim Receiver is presently overseeing the Potential Lender's due diligence requests.

## 7.0 Funding of these Proceedings

#### 7.1 Interim Statement of Receipts and Disbursements

1. Attached as Appendices "E" to "K" are interim statements of receipts and disbursements (each an "R&D") for each of the Companies from the commencement of these proceedings to February 7, 2025. The cash balance in each of the Interim Receiver's accounts as at February 7, 2025 is set out below<sup>6</sup>.

| Debtor            | Amount (\$) |
|-------------------|-------------|
| ReStays           | 371,195     |
| Park Place Senior | 552,233     |
| Ravines Senior    | 720,330     |
| Promenade Senior  | 699,447     |
| Envie I           | 389,310     |
| Envie II          | 322,362     |
| Head Office       | 56,843      |

#### As reflected in the R&Ds:

- in accordance with the Interim Receivership Order, to the extent the Companies' cash flow is sufficient, debt service costs have continued to be paid to the applicable mortgagee; and
- b) other than overhead costs incurred by the Head Office Company, the Companies' operations are being funded from cash flow. The basis on which Head Office costs are being allocated across entities and funded is discussed below.

#### 7.2 Head Office Company Funding

- 1. Following its appointment, the Interim Receiver, in consultation with Ashcroft Group management and BDO, developed and implemented a cost sharing mechanism to fund payroll and other costs incurred by the Head Office Company for the benefit of: (i) the Companies; (ii) BDO in its capacity as receiver of Ravines Retirement; and (iii) the other Ashcroft Group entities operating from the Head Office location that are not subject to these interim receivership or other receivership proceedings. All parties consented to the Interim Receiver's proposed cost sharing methodology.
- On January 27, 2025, the Interim Receiver was advised by the Ashcroft Group that
  the non-receivership entities would no longer fund their portion of the Head Office
  Company's costs. As a result, the Ashcroft Group informed the Interim Receiver that
  certain Head Office Company employees would need to be terminated immediately.
  Accordingly, seven Head Office employees have been terminated since January 31,
  2025.

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<sup>&</sup>lt;sup>6</sup> 138 Ontario does not have a bank account as it operates simply as a holding company for the parking facility at Ravines Senior.

- 3. Since that time, the Interim Receiver's cost sharing formula was adjusted to consider the incremental funding required by the Head Office given that the non-receivership entities were unable to contribute their allocation. To the extent funding is provided by the Companies or BDO to cover the portion of the overhead costs that was previously allocated to the non-receivership entities, those advances are being treated as borrowings secured by the Interim Receiver's Borrowings Charge (as defined in Paragraph 33 of the Interim Receivership Order).
- 4. As of the date of this First Report, the Interim Receiver has issued Interim Receivership Certificates <sup>7</sup> (in accordance with Paragraph 35 of the Interim Receivership Order) from the Head Office Company to certain of the Companies and Ravines Retirement totalling \$56,472.22 and \$7,023.16, respectively.

#### 8.0 Conclusion and Recommendation

- 1. As set out above, since its appointment, the Interim Receiver has worked to stabilize the businesses, engage property managers, consult with the mortgagees and correspond with regulatory authorities. It is now appropriate for the Interim Receiver to be appointed Receiver so that it can continue to advance these proceedings with a view to stabilizing operations, implementing operational improvements and, in due course, conduct a sale and/or refinancing process. The Interim Receivership Order was always intended to be temporary, and accordingly, it is appropriate, in the Interim Receiver's view, to convert these proceedings to a receivership at this time.
- 2. Based on the foregoing, the Interim Receiver respectfully recommends that this Honourable Court make an order granting the relief being sought.

All of which is respectfully submitted,

KSV Bestructuring Inc.

KSV RESTRUCTURING INC.

IN ITS CAPACITY AS INTERIM RECEIVER OF

ASHCROFT URBAN DEVELOPMENTS INC., 2067166 ONTARIO INC., 2265132 ONTARIO INC., ASHCROFT HOMES – LA PROMENADE INC., 1384274 ONTARIO INC., 2195186 ONTARIO INC., ASHCROFT HOMES – CAPITAL HALL INC.

AND 1019883 ONTARIO INC. AND NOT IN ITS PERSONAL CAPACITY

ksv advisory inc.

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<sup>&</sup>lt;sup>7</sup> The Receiver Certificates accrue interest at 12% per annum.