

Court File No: 13-58192

Estate Nos: 33-1772430
33-1772611

ONTARIO
SUPERIOR COURT OF JUSTICE

**IN THE MATTER OF AN APPLICATION PURSUANT TO THE *BANKRUPTCY AND*
INSOLVENCY ACT, R.S.C. 1985, c B-3 AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 101
OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**AND IN THE MATTER OF THE BANKRUPTCY OF
GOLDEN OAKS ENTERPRISES INC. AND
JOSEPH GILLES JEAN CLAUDE LACASSE**

BETWEEN:

RICHARD JUHASZ, JAMES HUNT, GRAHAM T. ROSE, DENISE ROSE,
CHRISTOPHER ROSE, AL MAYHEW and ADELE MAYHEW

Applicant(s)

and

GOLDEN OAKS ENTERPRISES INC. and JEAN-CLAUDE LACASSE

Respondent(s)

**SECOND REPORT OF THE RECEIVER AND MANAGER AND
FIRST REPORT OF THE TRUSTEE IN BANKRUPTCY
DOYLE SALEWKS INC.
August 13, 2013**

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Bankruptcy Doyle Salewski Inc. dated August 13, 2013

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I. INTRODUCTION, PURPOSE, DISCLAIMER AND SCOPE

a) Introduction

1. This second report of the receiver and manager (the “Receiver”) and first report of the trustee in bankruptcy (the “Trustee”) dated August 13, 2013 (the “Second Report”) is filed by Doyle Salewski Inc. (“DSI”), in its capacity as Receiver of all of the assets, undertakings and properties of Golden Oaks Enterprises Inc. (“Golden Oaks” or the “Company”) and Jean-Claude Lacasse (“Lacasse”), collectively (the “Respondents”) and Trustee acting in the estate of Golden Oaks and Lacasse.

2. DSI was appointed receiver and manager (the “Receiver”) of all of the assets, undertakings and properties of the Respondents pursuant to the Court Order of the Honourable Mr. Justice Colin McKinnon dated July 9, 2013 (the “Appointment Order”). Attached as **Appendix “1”** is a copy of the Appointment Order.

3. The Receiver filed its first report of the Receiver dated July 22, 2013 (the “First Report”). The terms and reference as stated in this previous report filed shall apply to this report. Terms not defined in this report shall have the definition ascribed to them as the previous report filed. This report should be read in conjunction with the previous report.

4. On July 25, 2013, the Receiver attended before the Honourable Mr. Justice Kershman to inform the Court of the Receiver’s activities and findings to July 22, 2013. A copy of Justice Kershman’s endorsement dated July 25, 2013 is attached as **Appendix “2”**.

5. On July 26, 2013, Golden Oaks filed an assignment in bankruptcy pursuant to section 49 of the *Bankruptcy and Insolvency Act, R.S.C., 1985, c.B-3*, as amended (the “BIA”) and Doyle Salewski Inc. was named as bankruptcy trustee (the “Trustee”) of the estate of Golden Oaks. Attached as **Appendix “3”** is a copy of the certificate of appointment dated July 29, 2013.

6. On July 26, 2013, Lacasse filed an assignment in bankruptcy pursuant to section 49 of the BIA and Doyle Salewski Inc. was named as Trustee of the estate of Lacasse. Attached as **Appendix “4”** is a copy of the certificate of appointment dated July 30, 2013.

7. On July 30, 2013, DSI served, by mail, personal delivery, courier, facsimile or email transmission, all affected creditors of Lacasse with the statutory notice to creditors of the first meeting of creditors scheduled August 19, 2013 at 10:30 AM.

8. On July 30, 2013, DSI served, by mail, personal delivery, courier, facsimile or email transmission, all affected creditors of Golden Oaks with the statutory notice to creditors of the first meeting of creditors scheduled August 19, 2013 at 10:00 AM, the statement of affairs, correspondence to promissory note holders, and proof of claim form in blank.

b) Purpose

9. The purpose of this Second Report is to provide information to the Court in connection with the following:

- (i) inform the Court of the activities of the Receiver since the date of the First Report;
- (ii) seek approval of the activities of the Receiver to the date of the Second Report, as described herein;

c) Disclaimer and Scope

10. The information contained in this report has been obtained from the records of Golden Oaks and is based on discussions with, and representations made by management, contractors and employees of the Company. Further information has been obtained from third parties, including investors, creditors and mortgage holders. The books and records of the Company are inaccurate and incomplete.

11. The financial information of the Company has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this report may not disclose all significant matters about the Company. Accordingly, the Receiver does not express an opinion or any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or is brought to its attention after the date of this report.

12. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this report. Any use that any party makes of this report or any reliance on or decisions that are made based on this report is the sole responsibility of such party. All dollar amounts identified in this report are expressed in Canadian dollars, unless otherwise specified.

II. BACKGROUND

13. Further background material can be found in the Receiver's First Report filed with the Court and is posted on DSI's website at <http://doylesalewski.ca/goldenoaks>.

III. ACTIVITIES OF THE RECEIVER AND MANAGER

(a) Books and Records

14. As set out in the First Report the books and records of the Company had not been maintained since August 1, 2012. Additionally, Golden Oaks did not follow an accrual method of accounting.

15. The Receiver continues to contact banking institutions to obtain bank statements, and, more particularly, copies of cashed cheques in order to determine the substantial difference between liabilities and assets of Golden Oaks as reported to the Court on July 25, 2013.

(b) Investigation into the records of Golden Oaks

16. The main account used by Golden Oaks from July 23, 2012 to July 4, 2013 was with Toronto Dominion Bank (the “TD Bank”). This account had \$11,086,190.41 of deposits and the same amount of withdrawals leaving a zero dollar balance at the end of the period. The Receiver has conducted a limited analysis of the withdrawals from the account based on the information provided by TD Bank, what was available from the records secured from the offices of Golden Oaks and discussion with former Golden Oaks personnel. Some cancelled cheques were available, but the Receiver is still waiting for additional information from TD Bank to provide the missing information.

17. As at the date of this Second Report, the Receiver has identified approximately:

- (i) \$3,601,617 which appear to be payments to promissory note holders;
- (ii) \$620,604.13 which appear to be payments for construction related expenses, such as payments to contractors and for supplies;
- (iii) \$520,714 which appear to be payments to mortgage holders;
- (iv) \$281,389 which were paid as deposits and down payments;
- (v) \$220,029 which is believed to have been paid for Ottawa Senators and ScotiaBank Place related expenses;
- (vi) \$115,191.25 which was in cash either withdrawn from an ATM or from a teller at the TD Bank;
- (vii) \$73,000 which were paid as consulting fees;
- (viii) \$48,245.76 which were paid to Mercedes-Benz Finance for the two Mercedes leased by Lacasse and a Mercedes leased by Vincent Ho but where payments were made on behalf of Mr. Ho by Golden Oaks;
- (ix) \$51,927 in rental payments for the Golden Oak’s office at 649 Montreal Rd. Ottawa; and
- (x) \$51,000 in referral fees paid to individuals who solicited other investors.

18. In addition to the above, there was \$560,407 of confirmed payments paid to Lacasse or for the benefit of Lacasse (**Appendix “5”**), of which \$389,000 were used towards the down payments for the purchase of his residence at 15 Winding Way in Ottawa. The Receiver has identified an additional \$221,900 (**Appendix “6”**) in payments and transfers from this account which appear to have been made to Lacasse, but these payments require further documentation from TD Bank to be fully supported. Lacasse paid \$54,000 back to Golden Oaks. (**Appendix “7”**).

19. Payments have also been made to Lacasse's wife and children totaling \$86,529.46 for various purposes.

20. As reported in the First Report, there was a group of individuals who worked directly and indirectly for Golden Oaks. Payments have been made to these individuals, and in some cases, the amounts are quite large. If the Honourable Court grants the expanded powers sought by the Receiver, some of these individuals will be examined under oath to substantiate the nature and purpose of these payments.

21. The reader is advised that the above findings are preliminary and that Receiver is still receiving new information. The recipients have been classified based on the information provided on the cheque or wire transfer only, and the Receiver reserves the right to adjust the information provided above as new information becomes available. The Receiver is selectively examining some of these payments to determine if there are any concerns with respect to any ongoing impact such payments may have on the Estate.

(c) Managing Real Estate

22. The Receiver has been listing the real estate properties with a number of local Ottawa Realtors providing approximately 2 to 3 listings per realtor in order to avoid overwhelming any one individual and reducing the level of service. At the date of writing this report, we are holding 7 pending sales, as set out in **Appendix "8"**. These monies will be held until determination of the validity of second mortgages and other encumbrances where required.

23. Rent2Own tenants have been located, and in the substantial majority, the contracts have been affirmed by Mr. James Hunt acting on behalf of the Receiver. The managed non-owned properties have been reviewed on a preliminary basis, but we have yet to find one of the seventeen as set out in our First Report that had not been cancelled prior to our appointment and/or is uneconomical on its face. As will be discussed below, it appears that Mr. Lacasse as a "transaction engineer" had established contracts which aided his cash-flow earlier on, but were unprofitable in the whole.

24. The Receiver continues to review Promissory Note claimants and has found that the original schedule of Promissory Note holders amounting to approximately \$12.4 million appears to be reasonably accurate at this time. More investigation is still required.

IV. ASSETS

(a) Real Estate

(i) Properties with Rent2Own tenants

25. Attached as **Appendix "9"** is the current list of Rent2Own tenants as best confirmed by the Receiver to date. Three properties have been removed to the "Owned and Vacant properties" as discussed below.

26. It appears two tenants have moved voluntarily during these proceedings, but not at the request of the Receiver. All tenants, to the best knowledge of the Receiver, remain in place and

the Receiver is continuing to collect rents. However, some rents are still collectible for July and August 2013 due to insufficient funds and stop payments placed by tenants. The contracts and purchase options have been reviewed. The Receiver can recommend to the Court that it is reasonable for it to continue to provide a continuation of the Rent2Own contracts with the tenants. However, the Receiver reserves the right to terminate the contracts if so directed by this Court upon the Receiver's recommendation.

27. The Receiver now wishes to begin a process to confirm the Rent2Own tenancies in writing with the tenants. Mr. Keith MacLaren is participating with the Receiver in this regard. He represents the tenants as a whole.

(ii) **Properties Owned and Vacant**

28. Enclosed as **Appendix "10"** find a listing of owned properties which are vacant.

29. Magenta Mortgage Investment Corporation, Magenta II Mortgage Investment Corporation and Magenta II Mortgage Investment Corporation (collectively "Magenta"), the majority first mortgage holders in these proceedings, has worked diligently with the Receiver to service the properties in which Magenta has a registered first mortgage, and to assist in executing listings, maintaining and repairing the properties and cooperating in the sale transaction and approval process. The results are well above expectations and the working relationship has been efficient and effective.

30. A draft protocol for cooperating with Magenta properties is attached as **Appendix "11"**. We recommend to this Court that this draft protocol be finalized and that the protocol also be followed by other first mortgage holders being Home Trust, Equitable Trust and Canadian Western. However, the Receiver has reservations that if the other mortgagees are not as responsive and diligent as Magenta, that this will prove to be an ongoing source of frustration for the Receiver and a burden to the Estate as to the costs and efficiency of the administration. The Receiver will speak to these issues in a call with the mortgagees' counsel to be held on August 14, 2013 at 11AM. It is anticipated that the Receiver's concerns can be addressed in time for its appearance before the Court on August 15, 2013 to assure the Court that the draft protocol is expected to function efficiently and effectively for the non-Magenta units.

(iii) **Properties not owned by Golden Oaks**

31. Attached as **Appendix "12"** find a listing of properties not owned by Golden Oaks. These 17 properties, as reported in the First Report, have not demonstrated any value to the Receiver.

32. Many of the contracts with owners were loose and some were only for management services. The owners had, in most cases, executed self help remedies as rents had not been paid to them.

33. The Receiver is working with the tenants of 156C Valleystream, Ottawa who are seeking to purchase the property from the owner who is cooperating.

V. STATEMENT OF ESTIMATED REALIZATIONS

34. At this juncture, the Receiver cannot provide a meaningful Statement of Estimated Realizations. Certain second mortgagees appear to hold valid and enforceable security, but we have yet to receive legal opinions from the Estate Solicitor.

VI. EXAMINATIONS

35. The Receiver will commence examinations of key individuals commencing the week of August 26, 2013 following issuance of the Order of Mr. Justice Kershman currently pending.

VII. Notice to Superintendent of Bankruptcy Respecting Criminal Investigation

36. As Trustee in Bankruptcy, Doyle Salewski Inc. has issued a letter to the Office of the Superintendent of Bankruptcy under Section 10(1) of the BIA.

37. Doyle Salewski Inc. anticipates cooperating with police authorities should an investigation be commenced in its capacities as Receiver and Manager and as Trustee in Bankruptcy.


VIII. STATEMENT OF RECEIPTS AND DISBURSEMENTS

38. A Statement of Receipts and Disbursements for the period July 9, 2013 to August 12, 2013 is attached as **Appendix "13"**.

All of which is respectfully submitted on this 13th day of August, 2013.

DOYLE SALEWSKI INC.

As Receiver and Manager re Golden Oaks
Enterprises Inc. and Jean-Claude Lacasse
and not in its personal capacity



Brian P. Doyle, CPA, CA●CIRP
President

APPENDIX 1

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR)
JUSTICE **COEN McKINNON**)
~~JUSTICE~~)

TUESDAY THE 9th
DAY OF JULY, 2013

**IN THE MATTER OF AN APPLICATION PURSUANT TO THE *BANKRUPTCY AND*
INSOLVENCY ACT, R.S.C. 1985, c B-3 AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 101
OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

BETWEEN:

RICHARD JUHASZ, JAMES HUNT, GRAHAM T. ROSE, DENISE ROSE,

CHRISTOPHER ROSE, AL MAYHEW and ADELE MAYHEW

Applicant(s)

and

GOLDEN OAKS ENTERPRISES INC. and JEAN-CLAUDE LACASSE

Respondent(s)

EX PARTE ORDER

THIS APPLICATION made by the Applicants without notice for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA"), and section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "BIA") appointing Doyle Salewski Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Golden Oaks Enterprises Inc. and Jean Claude LaCasse (the "Debtors"), was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario.

ON READING the Notice of Application and the the affidavit of Richard Juhasz sworn July 8, 2013 with attached exhibits, the affidavit of James Hunt sworn July 8, 2013 with attached exhibits, and the affidavit of Graham Rose sworn July 8, 2013 with the attached exhibits and on hearing the submissions of counsel for the Applicants, and on reading the consent of Doyle Salewski Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that Doyle Salewski Inc. is hereby appointed receiver, pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "BIA") over all of assets, undertakings, and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

RESPRESENTATION OF THE INVESTOR APPLICANTS

3. THIS COURT ORDERS that counsel for the Applicants is hereby appointed as representative counsel for the class of creditors having an interest in these proceedings pursuant to promissory notes issued by the Respondents (the "Investor Applicants").

INTERIM PRESERVATION ORDER

4. THIS COURT ORDERS that the Respondents shall preserve any and or all books, documents, securities, bank accounts, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondents, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") which are located at the Property, from the date this order is issued and entered until the within Application is returnable.

5. THIS COURT ORDERS that the within Application shall be returnable on July ~~25th~~^{AT 10⁰⁰ A.M.} 2013 at which time counsel for the Applicant Investors shall attend a hearing of the within application, on notice to the Respondents.

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, including the bank accounts of the Respondents and, at the discretion of the Receiver, any of the residential real estate properties of the Debtors, and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (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 part thereof, at the discretion of the Receiver, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to forthwith enter the premises of the Debtors located at 649 Montreal Road (the "Premises"), for which purpose the landlord of the Premises is hereby directed to make the Premises available to the Receiver;
- (e) to enter the Premises whether or not the landlord of the Premises can be located to receive, preserve, and protect the Premises, 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;
- (f) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (g) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

- (h) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (i) to settle, extend or compromise any indebtedness owing to the Debtors;
- (j) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (k) to 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;
- (l) 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 as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (n) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons

(as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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.

8. 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, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

9. 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.

REGISTRATION OF THIS ORDER ON TITLE OF THE PROPERTIES

10. THIS COURT ORDERS that the Land Registry Office for each of the appropriate Land Titles Divisions is hereby directed to register a copy of this order on title of the real properties of the Respondent company, the particulars of which are attached as **Schedule "A"** hereto.

UNDERTAKING AS TO DAMAGES

11. THIS COURT ORDERS that the necessity for an undertaking as to damages is hereby dispensed with.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

13. THIS COURT ORDERS that no Proceeding against or in respect of any of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings

currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

16. THIS COURT ORDERS that all Persons having oral or written agreements with any or all of the Debtors 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 any or all of the Debtors 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' 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 such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

19. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed

shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. 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

21. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its

obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

ADMINISTRATIVE CHARGE

22. THIS COURT ORDERS that the Receiver, counsel to the Receiver, the Applicant Investors, and the counsel for the Applicant Investors 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, counsel to the Receiver, the Applicants and the counsel for the Applicants shall be entitled to and are hereby granted a charge (the "Administrative Charge") on the Property and over all property, cash, and assets of any kind whatsoever of the Respondents to a maximum of \$250,000.00, open to increase by Order of this Court, as security for such fees and disbursements, and that the Administrative Charge shall form a first charge on the Property and any and or all property, cash, and assets of any kind whatsoever of the Respondents in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

23. THIS COURT ORDERS that notwithstanding paragraph 22 herein the quantum of the Administrative Charge shall be limited to \$80,000.00 until the return date of this application scheduled for July 25th, 2013. *at 10⁰⁰ AM.*

24. THIS COURT ORDERS that the Receiver, its legal counsel, the Investor Applicants and the counsel for the Investor Applicants shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and Receiver, its legal counsel, the Investor Applicants and the counsel for the Investor Applicants are hereby referred to a judge of the Ontario Superior Court of Justice.

25. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of Receiver, and the counsel for the Investor

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

SERVICE AND NOTICE

26. THIS COURT ORDERS that the Receiver be at liberty to serve 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 electronic transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. THIS COURT ORDERS that the Applicants, the Receiver, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time.

28. THIS COURT ORDERS that the Receiver is hereby authorized to establish a website for these proceedings (the "Website") and to post a copy of this Order and any subsequent proceedings and Orders of this court on that website.

29. THIS COURT ORDERS that the Receiver is authorized to serve its reports in these proceedings on the Respondents by posting any such reports on the Website.

30. THIS COURT ORDERS that the Receiver is authorized but not obligated to post an advertisement in the *Ottawa Citizen* and the *Globe and Mail* advising all the creditors of the Respondents of these proceedings.

GENERAL

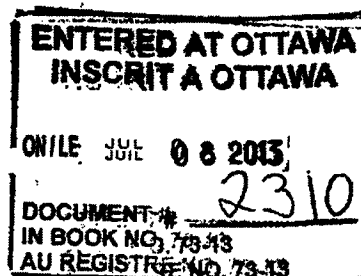
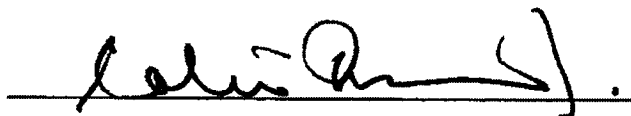
31. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

33. 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.

34. 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.

35. 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.



Richard Juhasz et al.
Applicants

-and-

Golden Oaks Enterprises Inc. et al.
Respondents

Court File No. 58192

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
OTTAWA

ORDER

JUSTIN R. FOGARTY
BARRISTER & SOLICITOR
365 BAY STREET, SUITE 812
TORONTO, ON M5H 2V1

Justin R. Fogarty LSUC#26488G
Pavle Masic LSUC #62275F
Tel: (416) 840-3991
Fax: (416) 361-1790

Lawyers for the Applicants

)

APPENDIX 2

Richard Juhasz et al.
Applicants

-and-

Golden Oaks Enterprises Inc. et al.
Respondents
Court File No. 13-58192

July 25/13

Order to go along the Revenue
and the First Court Report of the Revenue with
the Appender to the Dye Substitution Certificate.

FILED SUPERIOR COURT
OF JUSTICE AT OTTAWA
JUL 24 2013
DÉPOSÉ À LA COUR
SUPÉRIEURE DE JUSTICE À OTTAWA

Mr. Mackay - opportunities counsel for the
debtors.
Mr. Chisholm - supported in counsel that
unusual creditors other than the primary note
holders.

Matter assigned to August 15, 2013 at.

10-00 AM.

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
OTTAWA

FIRST COURT REPORT OF THE
RECEIVER & MANAGER DOYLE SALEWSKI INC.
Dated July 22, 2013

DOYLE SALEWSKI INC.
404 BANK STREET
OTTAWA, ONTARIO
K2P 1Y5

BRIAN P. DOYLE

Tel: 613-569-4444
Fax: 613-569-1116

Receiver and Manager



APPENDIX 3



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

Industrie Canada

Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 12 - Ottawa
Court No.: 33-1772611
Estate No.: 33-1772611

In the Matter of the Bankruptcy of:

Golden Oaks Enterprises Inc.
Debtor

DOYLE SALEWSKI INC.
Trustee

Ordinary Administration

Date and time of bankruptcy:	July 26, 2013, 15:56	Security:	\$0.00
Date of trustee appointment:	July 26, 2013		
Meeting of creditors:	August 19, 2013, 10:00 Tudor Hall 3750 North Bowesville Road OTTAWA, Ontario Canada,		
Chair:	Official Receiver		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act, Rule 85

— AMENDED —

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: July 29, 2013, 08:24

E-File/Dépôt Electronique

Official Receiver

Place Bell Bldg., 160 Elgin St., 11th Fl., Rm B-100, Ottawa, Ontario, Canada, K2P2P7, (877)376-9902

Canada

APPENDIX 4



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 12 - Ottawa
Court No.: 33-1772430
Estate No.: 33-1772430

In the Matter of the Bankruptcy of:

Joseph Gilles Jean Claude Lacasse
Debtor

DOYLE SALEWSKI INC.
Trustee

Summary Administration

Date and time of bankruptcy:	July 26, 2013, 13:04	Security:	\$0.00
Date of trustee appointment:	July 26, 2013		
Meeting of creditors:	August 19, 2013, 10:30 Tudor Hall 3750 North Bowesville Road Ottawa, Ontario Canada,		
Chair:	Official Receiver		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

-- AMENDED --

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy;
and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: July 30, 2013, 13:25

E-File/Dépôt Electronique

Official Receiver

Place Bell Bldg., 160 Elgin St., 11th Fl., Rm B-100, Ottawa, Ontario, Canada, K2P2P7, (877)376-9902

Canada

APPENDIX 5

CONFIRMED PAYMENTS TO JEAN-CLAUDE LACASSE
As of August 12, 2013

SEQ#	ACCT#	BR#	POSTING DATE 2	DESCRIPTION	AMOUNT
266	5218514	3312	21-Aug-12	CAD DRAFT 61600092	\$ 10,007.50
671	5218514	3312	26-Sep-12	CHQ#01524-3000125892	\$ 5,000.00
798	5218514	3312	3-Oct-12	CHQ#01814-3000390496	\$ 5,000.00
1353	5218514	3312	13-Nov-12	*CHQ#02425-3000147193	\$ 15,000.00
1789	5218514	3312	12-Dec-12	TRANSFER	\$ 5,000.00
1788	5218514	3312	12-Dec-12	TRANSFER	\$ 300,000.00
1801	5218514	3312	13-Dec-12	TRANSFER	\$ 70,000.00
1849	5218514	3312	17-Dec-12	CHQ#02654-3200461823	\$ 10,000.00
1832	5218514	3312	17-Dec-12	E TFR COGkZUf4	\$ 3,000.00
1901	5218514	3312	24-Dec-12	CHQ#02526-3000413555	\$ 10,000.00
2320	5218514	3312	21-Jan-13	CHQ#03036-3000397060	\$ 5,000.00
2405	5218514	3312	28-Jan-13	GC 3455-TRANSFER	\$ 6,000.00
2481	5218514	3312	1-Feb-13	TRANSFER	\$ 10,000.00
2603	5218514	3312	6-Feb-13	CHQ#02982-3000502504	\$ 3,500.00
2643	5218514	3312	11-Feb-13	GC 3455-TRANSFER	\$ 2,000.00
2741	5218514	3312	19-Feb-13	GC 3455-TRANSFER	\$ 5,000.00
2965	5218514	3312	27-Feb-13	130227W6050700RPW	\$ 12,000.00
3249	5218514	3312	7-Mar-13	130307W9685700RPW	\$ 5,400.00
3386	5218514	3312	12-Mar-13	GC 0794-TRANSFER	\$ 30,000.00
3597	5218514	3312	22-Mar-13	GC 0794-TRANSFER	\$ 4,000.00
3646	5218514	3312	28-Mar-13	TRANSFER	\$ 16,000.00
4269	5218514	3312	7-Jun-13	GC 2831-TRANSFER	\$ 17,000.00
4313	5218514	3312	17-Jun-13	GC 3409-TRANSFER	\$ 10,000.00
				TRANSFER	\$ 1,500.00
Total					\$ 560,407.50

Note

*The November 13, 2012 cheque 02425 was made payable to Soloway Wright LLP in trust for the deposit payment on Mr. Lacasse's residence at 15 Winding Way, Ottawa, ON

APPENDIX 6

DOYLE SALEWSKI INC.
RECEIVER & MANAGER
GOLDEN OAKS ENTERPRISES INC./J.C. LACASSE

UNCONFIRMED PAYMENTS TO JEAN-CLAUDE LACASSE
As of August 12, 2013

SEQ#	ACCT#	BR#	POSTING DATE	DESCRIPTION	AMOUNT
20	5218514	3312	30-Jul-12	E TFR C0tkDHCs	\$ 3,000.00
25	5218514	3312	30-Jul-12	CASH WITHDRAWAL	\$ 3,000.00
46	5218514	3312	2-Aug-12	CAD DRAFT 61599927	\$ 15,000.00
352	5218514	3312	4-Sep-12	E TFR C0E8vE2f	\$ 3,000.00
480	5218514	3312	10-Sep-12	E TFR C0cxXWwy	\$ 2,000.00
522	5218514	3312	12-Sep-12	E TFR C0FbmsV5	\$ 3,000.00
569	5218514	3312	17-Sep-12	E TFR C0heSyte	\$ 3,000.00
1178	5218514	3312	2-Nov-12	E TFR C0rtU5gV	\$ 1,500.00
1221	5218514	3312	5-Nov-12	E TFR C0yJByaW	\$ 3,000.00
1352	5218514	3312	13-Nov-12	EMAIL TFR C0yNJ5HQ	\$ 3,000.00
1431	5218514	3312	20-Nov-12	CERTIFIED CHQ #02462	\$ 50,000.00
1802	5218514	3312	13-Dec-12	E TFR C0Je36EV	\$ 400.00
1896	5218514	3312	24-Dec-12	EMAIL TFR C0rt7prs	\$ 3,000.00
2074	5218514	3312	7-Jan-13	E TFR C09kNbqa	\$ 3,000.00
2186	5218514	3312	14-Jan-13	E TFR C0R7tZjq	\$ 3,000.00
2331	5218514	3312	22-Jan-13	E TFR C0jkKRQx	\$ 3,000.00
2482	5218514	3312	1-Feb-13	CAD DRAFT 64169215	\$ 10,000.00
2638	5218514	3312	11-Feb-13	E TFR C0ZmMkNS	\$ 3,000.00
2688	5218514	3312	14-Feb-13	E TFR C0txYjdf	\$ 3,000.00
2696	5218514	3312	15-Feb-13	CAD DRAFT 64169377	\$ 10,000.00
2958	5218514	3312	27-Feb-13	130227B5524300RPW	\$ 5,000.00
3023	5218514	3312	1-Mar-13	E TFR C0NWKgpd	\$ 3,000.00
3161	5218514	3312	5-Mar-13	E TFR C0QSE9CJ	\$ 3,000.00
3572	5218514	3312	20-Mar-13	EMAIL TFR C0fNQfpf	\$ 3,000.00
4199	5218514	3312	30-May-13	CAD DRAFT 64393447	\$ 40,000.00
2079				TRANSFER	\$ 10,000.00
1914				TRANSFER	\$ 10,000.00
1218				TRANSFER	\$ 5,000.00
873				TRANSFER	\$ 15,000.00
Total					\$ 221,900.00

APPENDIX 7

DOYLE SALEWSKI INC.
RECEIVER & MANAGER
GOLDEN OAKS ENTERPRISES INC./J.C. LACASSE

UNCONFIRMED PAYMENTS FROM JEAN-CLAUDE LACASSE TO GOLDEN OAKS

As of August 12, 2013

SEQ#	ACCT#	BR#	POSTING DATE 2	DESCRIPTION	AMOUNT
3444	5218514	3312	14-Mar-13	TRANSFER	\$ 13,000.00
3435	5218514	3312	14-Mar-13	TRANSFER	\$ 10,000.00
3799	5218514	3312	3-Apr-13	TRANSFER	\$ 16,000.00
3841	5218514	3312	8-Apr-13	TRANSFER	\$ 15,000.00
Total					\$ 54,000.00

APPENDIX 8

DOYLE SALEWSKI INC.
RECEIVER & MANAGER
GOLDEN OAKS ENTERPRISES INC./J.C. LACASSE

PENDING SALES

	<u>Property</u>	<u>DATE PURCHASED</u>	<u>PURCHASE PRICE</u>	<u>\$ FIRST MORTGAGE</u>	<u>BLANKET FIRST MORTGAGE</u>	<u>\$ Appraisal Amount</u>	<u>\$ Sale Price</u>	<u>\$ Surplus before Other Mortgages and Costs</u>
1	852 Woodroffe	10-Oct-12	290,000.00	262,868.06			310,000.00	47,131.94
2	86 Clarkson	12-Oct-12	224,000.00	202,950.49			235,000.00	32,049.51
3	1111 Milwood	30-Nov-12	218,500.00	200,844.71			240,000.00	39,155.29
4	321 Lincoln	05-Dec-12	625,000.00		565,507.49		640,000.00	74,492.51
5	325 Lincoln	05-Dec-12	625,000.00		565,507.49		640,000.00	74,492.51
6	57 Lazy Nol	08-Feb-13	174,000.00	161,006.19			220,000.00	58,993.81
7	1300 Baseline	01-Mar-13	800,000.00	520,000.00			925,000.00	405,000.00

APPENDIX 9

DOYLE SALEWSKI INC.
RECEIVER & MANAGER
GOLDEN OAKS ENTERPRISES INC./J.C. LACASSE

Schedule 1 - Rent to Own

SCHEDULE OF PROPERTIES

RENT TO OWN	DATE PURCHASED	PURCHASE PRICE	FIRST MORTGAGE	BLANKET		Surplus before Other Mortgages and Costs	Remarks
				FIRST	MORTGAGOR		
1 1817 Lameroux	9-Mar-12	255,000.00	204,000.00		Equitable	51,000.00	Verbal Confirmation of Tenancy
2 775 Cobblehill	30-Jul-12						Vacant Transferred to "Owned Schedule 2"
3 6 Conway	18-Jun-12	255,000.00	190,000.00		Cd. Western	65,000.00	Verbal Confirmation of Tenancy
4 153 Glamorgan	2-Nov-12	234,000.00	212,172.08		Magenta	21,827.92	Verbal Confirmation of Tenancy
5 35C Glenridge	4-Sep-12	230,000.00		199,736.18	Magenta--Blanket	30,263.82	Verbal Confirmation of Tenancy
6 1264 Lacasse	11-Jul-12	315,500.00	283,134.81		Magenta	32,365.19	Verbal Confirmation of Tenancy
7 87 Longshire	31-Jul-12	257,000.00		230,396.08	Magenta--Blanket	26,603.92	Undetermined
8 6396 Natale Way	25-Jun-12	212,000.00		188,336.05	Magenta--Blanket	23,663.95	Verbal Confirmation of Tenancy
9 23 Wallsend	4-Sep-12	280,000.00		253,884.73	Magenta--Blanket	26,115.27	Verbal Confirmation of Tenancy
10 216 Windhurst	14-Sep-12	266,000.00		241,250.07	Magenta--Blanket	24,749.93	Verbal Confirmation of Tenancy
11 794 Nakina Way	8-Aug-12	318,000.00	287,755.14		Magenta	30,244.86	Verbal Confirmation of Tenancy
12 6408 Natalie Way							Vacant Transferred to "Owned Schedule 2"
13 3483 Paul Anka	11-Oct-12	310,000.00	232,383.70		Home Trust	77,616.30	Verbal Confirmation of Tenancy
14 66 Redpath	29-Jun-12	267,000.00		239,345.02	Magenta--Blanket	27,654.98	Verbal Confirmation of Tenancy
15 183 Tartan	17-Jan-13	242,000.00	219,584.58		Magenta	22,415.42	Verbal Confirmation of Tenancy
16 150 Davenport	16-Nov-12	240,000.00	220,318.89		Magenta	19,681.11	Undetermined
17 12-2336 Orient Park	29-Nov-12	203,000.00	184,598.75		Magenta	18,401.25	Verbal Confirmation of Tenancy
18 6670 Tooney	24-Feb-12	290,000.00	232,000.00		Equitable	58,000.00	Verbal Confirmation of Tenancy
19 6 Greenboro							Vacant Transferred to "Owned Schedule 2"
20 1759H Lameroux	31-Aug-12	178,800.00	134,100.00		Cd. Western	44,700.00	Verbal Confirmation of Tenancy
21 93 Glenhaven	1-Jun-12	289,000.00	228,571.82		Home Trust	60,428.18	Verbal Confirmation of Tenancy

Properties Transferred from Owned Schedule 2

22 2403 St. Louis	264,000.00	220,477.83		Magenta	43,522.17	Tenant to submit offer shortly
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APPENDIX 10

DOYLE SALEWSKI INC. RECEIVER & MANAGER			Schedule 2 - Owned		
GOLDEN OAKS ENTERPRISES INC./J.C. LACASSE					
SCHEDULE OF PROPERTIES					
Owned and Vacant	DATE PURCHASED	PURCHASE PRICE	BLANKET		Surplus before Other Mortgages
			FIRST MORTGAGE	MORTGAGOR	
1 594 Lakeridge	16-Mar-12	224,500.00	177,283.95	Home Trust	47,216.05 To list
2 8 Hunter's Glen	2-Mar-12	329,000.00	263,200.00	Equitable	65,800.00 To list
3 241 Salter		192,500.00	152,330.72	Home Trust	40,169.28 To list
4 872 Maitland	1-May-12	318,500.00	252,379.37	Home Trust	66,120.63 To list
5 1633 Greywood	1-Jun-12	275,000.00	206,250.00	Canadian Western	68,750.00 To list
6 1083 Marchant	29-Jun-12	287,000.00	215,200.00	Canadian Western	71,800.00 To list
7 243 Salter	25-Jun-12	188,000.00	168,648.38	Magenta	19,351.62 Possible tenant. To be confirmed.
8 104 Woodpark	25-Jun-12	267,500.00	239,792.47	Magenta	27,707.53 Tenant is investor for \$300,000. No rent.
9 852 Woodroffe	10-Oct-12	290,000.00	262,868.06	Magenta	27,131.94 Offer in hand
10 2963 Richmond	26-Sep-12	236,000.00	211,667.72	Magenta	24,332.28 Listing pending
11 415 Sparkman	21-Sep-12	305,000.00	273,541.35	Magenta	31,458.65 To list
12 86 Clarkson	12-Oct-12	224,000.00	202,950.49	Magenta	21,049.51 Sale Pending
13 1834 Boyer	2-Nov-12	265,000.00	236,455.62	Magenta	28,544.38 Land value only.
14 45-3424 Southgate	2-Nov-12	230,000.00	206,872.77	Magenta	23,127.23 Listing pending
15 14C Knollsbrook	2-Nov-12	180,000.00	161,634.26	Magenta	18,365.74 Tenant damage.
16 43-3240 Southgate	9-Nov-12	240,000.00	217,080.00	Magenta	22,920.00 Listing pending
17 84-2166 Loyola	16-Nov-12	210,000.00	192,530.56	Magenta	17,469.44 Listing pending
18 6373 Natalie Way	29-Nov-12	212,000.00	190,877.83	Magenta	21,122.17 Listing pending
19 1111 Milwood	30-Nov-12	218,500.00	200,844.71	Magenta	17,655.29 Offer in hand
20 321 Lincoln	5-Dec-12	625,000.00	565,507.49	Magenta	59,492.51 Listed- Sale Pending
21 325 Lincoln	5-Dec-12	625,000.00	565,507.49	Magenta	59,492.51 Listed- Sale Pending
22 711-515 St. Laurent	31-Jan-12	230,000.00	191,847.95	Magenta	38,152.05 Access issues.
23 216 Montmorency	8-Feb-13	295,000.00	261,470.37	Magenta	33,529.63 Listing pending
24 93 Pickford	7-Jan-13	190,000.00	171,839.72	Magenta	18,160.28 Listing pending
25 144 Salter	7-Feb-13	188,000.00	170,732.86	Magenta	17,267.14 Repairs required, Listing pending
26 57 Lazy Nol	8-Feb-13	174,000.00	161,006.19	Magenta	12,993.81 Sale Pending
27 1300 Baseline	1-Mar-13	800,000.00	520,000.00	Home Trust	280,000.00 Offers in hand
28 2403 St. Louis				Magenta	Moved to Rent to Own Schedule 1
29 61-1280 Cahill	30-Nov-12	215,000.00	194,671.91	Magenta	20,328.09 Listing pending
30 122 Markland	22-Mar-13	253,000.00	228,567.78	Magenta	24,432.22 Listing pending
Properties Transferred from Rent to Own Schedule 1					
31 775 Cobblehill	30-Jul-12	269,900.00	249,376.21	Magenta	20,523.79 To list
32 6408 Natalie Way	17-Aug-12	210,000.00	189,657.06	Magenta	20,342.94 To list
33 6 Greenboro	8-Feb-13	251,000.00	225,526.32	Magenta	25,473.68 To list
OWNED BY JCL					
1 15 Winding Way	13-Dec-12	1,850,000.00	1,567,875.00	Home Trust	282,125.00 Mortgage holder to list property
Prepared Without Audit					
E&OE					

APPENDIX 11

Doyle Salewski Inc. - Golden Oaks property listing procedures.

The majority, if not all, of the Golden Oaks Enterprises Inc. ("GO") properties that are subject to valid and accepted first mortgages have apparent equity.

Doyle Salewski Inc. (DSI) in its capacity as Receiver and Manager under the Order of the Ontario Superior Court (the Order) of all of the assets and properties of Golden Oaks Enterprises Inc. (the "Estate") is obligated to exercise control over the assets of the Estate to preserve the value of the Estate.

It is therefore the obligation of DSI to both the Court and to all of the creditors of GO to ensure that the GO properties are marketed in manner that will produce the maximum return to the Estate. In order to fulfill that obligation, DSI must maintain control over the listing and sale of the GO properties. In light of this realization, DSI will be obligated to resist any application brought by any party to have a secured asset removed from the Estate.

It is also understood that valid and accepted first mortgagees of the GO properties (the "Mortgagees") have a substantial interest in the properties and must be permitted to participate in the default management and realization process for the GO properties subject to their mortgages.

The Mortgagees already have established default management procedures in place and this expertise should be brought to bear in the management of these properties.

Since a Mortgagee would in the ordinary course be securing each property and issuing enforcement proceedings on each mortgage, there will be a time and cost benefit to the Mortgagee if a coordinated process is implemented. A lot of the Mortgagee's costs would be legal fees and disbursements. Were DSI to proceed to manage and sell these properties without the co-operation of the Mortgagee, the management and legal fees on a property by property basis to both the Estate and the Mortgagee would be considerably higher than the costs under a coordinated process.

DSI and the Mortgagees, in co-operation, can put all of the properties on the market much faster than either party could acting individually.

Allowing a Mortgagee to drive the process will result in overall cost savings to both the Mortgagee and DSI.

With this in mind, DSI has developed a procedure that acknowledges the right and duty of DSI to control the sale of the properties but turns the day-to-day management of the properties and the sale preparation of the properties over to the Mortgagees.

Each Mortgagee is requested to take over day to day management with their own resources of their mortgage properties and in so doing shall:

-redirect utilities, condominium fees etc. and provide insurance both for the benefit of the Estate as well as its own interest in the property.

-attend to all minor repairs and clean up required in the property in a manner and at a cost consistent with their internal default management procedures.

-file initial and then monthly reports with DSI on the condition of, and costs spent to date on each property.

DSI approval is required for any repair or maintenance items over \$1000.00 per property and DSI approval on all such items is required once maintenance and repair costs have exceeded \$1000.00 per property.

The Mortgagees' costs for these maintenance and repair costs shall be added to the mortgage balance and paid with the mortgage balance at the conclusion of a sale.

DSI will sign all listing and sales agreements, as well as the transfer documents, under the authority of the Receiving Order or such other authority as is given from time to time by the Court.

Since the Mortgagees are the major stakeholders in these properties, they are requested to do the "legwork" required to list the properties and to deal with the agent - buyer related issues during the listing process.

Each Mortgagee will provide a list of agents that they would recommend to be retained for the sale of their properties. DSI has a list of agents that they feel are qualified to list properties such as these. Agents will be selected alternatively from these 2 lists.

The sale commission rate will be set at 4.5%.

The Mortgagee will provide a copy (or summary) of its most current appraisal or valuation of each property. DSI has obtained drive-by-evaluations of each property.

Once selected the agent will be jointly requested by DSI and a Mortgagee to provide an opinion of value and listing recommendations to both DSI and the Mortgagee. With this valuation, along with the DSI and Mortgagee valuations, a list price at which the property will be offered for sale will be set. If there are large discrepancies in these valuations the Mortgagee will obtain an updated appraisal.

Once the list price has been settled, the agent will then be directed to prepare a MLS listing agreement for review by the Mortgagee and execution by DSI.

The agent will be directed to present all offers to the Mortgagee who will review and provide its comments and recommendation to DSI to either counter at a certain price, or on certain terms or to accept as presented. DSI shall consider the report of the Mortgagee in evaluating and processing any offer.

Agents requesting price reductions will be required to provide updated valuations and activity reports for the property.

Updated valuations will be required every 30 days so that the list price can be adjusted.

Once a sale agreement has been negotiated, the Mortgagee will assemble the relevant information (taxes, utilities,) necessary to prepare the sale adjustments. This documentation will be delivered to DSI and to the Estate real estate solicitor who shall complete the sale of the property on behalf of the Estate.

After the sale has been concluded the DSI Estate conveyancing solicitor will pay out the Mortgage, the Realtor and the legal expenses of closing with the balance of funds to go to DSI to distribute as directed under the Order.

DRAFT

APPENDIX 12

**DOYLE SALEWSKI INC.
RECEIVER & MANAGER
GOLDEN OAKS ENTERPRISES INC./J.C. LACASSE**

SCHEDULE OF PROPERTIES

Schedule 3- Non-Owned

NON OWNED

- 1 232 Royalton
- 2 2080 Sunland
- 3 156C Valleystream
- 4 619 Wildshore
- 5 550 Aberfoyle
- 6 1617 Meadowbrook
- 7 56 Bentbrook
- 8 118 Doane
- 9 116 Doane
- 10 159 Montmorency
- 11 590 Kirkwood
- 12 3130 Woodroffe
- 13 2143 Bingham
- 14 1069 Marconi
- 15 575 Seyton
- 16 8 Sunnybrook
- 17 36 Gray

Not profitable. Owner negotiating with tenant to provide reasonable sale terms

APPENDIX 13

CANADA
PROVINCE OF ONTARIO
COURT FILE NO. 13-58192
ESTATE NO. 33-1772611

IN THE SUPERIOR COURT OF JUSTICE
(GENERAL DIVISION)
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF GOLDEN OAKS ENTERPRISES INC.
AND JEAN-CLAUDE LACASSE, OF THE CITY OTTAWA, IN THE PROVINCE OF ONTARIO

RECEIVER AND MANAGER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS

1. Guarantor Payment	\$ 15,000.00
2. Miscellaneous Refund	931.00
3. Rental Income	<u>49,200.50</u>

TOTAL RECEIPTS	<u>\$ 65,131.50</u>
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DISBURSEMENTS

1. Change Locks	631.95
2. Security Guard Services	129.03
3. Rent	650.00
4. Appraisal Fees	10,750.00
5. Insurance	6,149.25
6. Contract/Casual Labour	7,798.62
7. HST Paid	<u>1,622.60</u>

TOTAL DISBURSEMENTS	<u>\$ 27,731.45</u>
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SURPLUS (Deficit)	<u>\$ 37,400.05</u>
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DATED AT OTTAWA, this 13th day of August, 2013.


DOYLE SALEWSKI INC.
RECEIVER AND MANAGER

Richard Juhasz et al.
Applicants

-and- Golden Oaks Enterprises Inc. et al.
Respondents

Court File No. 13-58192
Estate Nos. 33-1772430 and 33-1772611

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
OTTAWA

**SECOND COURT REPORT OF THE
RECEIVER & MANAGER AND FIRST REPORT OF
THE TRUSTEE IN BANKRUPTCY
DOYLE SALEWSKI INC.**

Dated August 13, 2013

**DOYLE SALEWSKI INC.
404 BANK STREET
OTTAWA, ONTARIO
K2P 1Y5**

BRIAN P. DOYLE

Tel: 613-569-4444

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Receiver and Manager