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

B E T W E E N:

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD., TORU FUKIAGE, and KWANG-CHENG (TONY) WEI, IN HIS PERSONAL CAPACITY AS A TAIWANESE INVESTOR AND IN HIS CAPACITY AS AGENT FOR THE OTHER TAIWANESE INVESTORS

Applicants

- and -

CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC., FORT ERIE HILLS CAPITAL MANAGEMENT INC., HALTON PARK INC., NIAGARA FALLS PARK INC., TSI-HP INTERNATIONAL CANADA INC., and TSI INTERNATIONAL-GRANDTAG A2A NIAGARA IV INC.

Respondents

**MOTION RECORD OF GOWLING WLG (CANADA) LLP, IN ITS
CAPACITY AS COURT-APPOINTED REPRESENTATIVE COUNSEL
(Returnable on June 15, 2026)**

June 5, 2026

GOWLING WLG (CANADA) LLP

Barristers and Solicitors
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In its capacity as court-appointed Representative
Counsel for certain investors

TO: THE SERVICE LIST

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TAB 5

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

THE HONOURABLE	)	MONDAY, THE 15 TH
	)	
JUSTICE STEELE	)	DAY OF JUNE, 2026

B E T W E E N:

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD., TORU FUKIAGE, and KWANG-CHENG (TONY) WEI, IN HIS PERSONAL CAPACITY AS A TAIWANESE INVESTOR AND IN HIS CAPACITY AS AGENT FOR THE OTHER TAIWANESE INVESTORS

Applicants

- and -

CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC., FORT ERIE HILLS CAPITAL MANAGEMENT INC., HALTON PARK INC., NIAGARA FALLS PARK INC., TSI-HP INTERNATIONAL CANADA INC., and TSI INTERNATIONAL-GRANDTAG A2A NIAGARA IV INC.

Respondents

**SECOND AMENDED AND RESTATED ORDER
(Appointing Receiver)**

THIS MOTION, made by Gowling WLG (Canada) LLP, in its capacity as representative counsel (in such capacity, **“Representative Counsel”**) pursuant to the Representative Counsel Appointment Order of this Court dated October 23, 2025 (the **“Representative Counsel Order”**), for an Order amending and restating the Amended and Restated Order of this Court dated October 23, 2025 (the **“ARRO”**), in order to, among other things, appoint AlixPartners Restructuring, Inc. (f/k/a KSV Restructuring Inc.) (**“AlixPartners”**) as receiver and manager (in such capacity, the **“Receiver”**), without security, over the Property (as defined below) pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the **“CJA”**), paragraph 46 of the ARRO, Rules 5.03 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended (the **“Rules of Civil Procedure”**), and paragraph 4(i) of the Representative Counsel Order, and further to: (i) the application of Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd., and Toru Fukiage (collectively, the **“Kobayashi Group”**) heard on March 6, 2025, and (ii) the motion of Kwang-Cheng (Tony) Wei, in his personal capacity as a Taiwanese investor and as agent for other Taiwanese investors heard on October 23, 2025, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING: (i) the Motion Record dated June 5, 2026, including the First Report of Gowling WLG (Canada) LLP, in its capacity as court-appointed representative counsel, and the appendices thereto (the **“First Report of Representative Counsel”**), the Sixth Report of the Receiver (as defined below), and the appendices thereto, the Affidavit of Yuta Suzuki, affirmed May 28, 2026 and the exhibits thereto, and the Affidavit of Kunihiro Ishii, affirmed May 27, 2026 and the exhibits thereto; (ii) the Motion Record dated August 27, 2025, including the Affidavit of Kwang-Cheng (Tony) Wei affirmed on August 1, 2025 and the exhibits thereto (**“Wei Affidavit”**), the Affidavit of Patryk Sawicki affirmed on August 27, 2025 and the exhibits thereto, and (iii) the Application Record of the Kobayashi Group, including the Affidavit of Akiko Kobayashi sworn February 27, 2025 and the exhibits thereto (the **“Kobayashi Affidavit”**), the Affidavit of Lorraine Klemens sworn February 28, 2025 and the exhibits thereto, and on hearing the submissions of Representative Counsel, counsel for Mr. Wei, the Receiver (as defined in the ARRO), and such other parties listed on the Participant Information Form, no one appearing for any other party although duly served as

appears from the affidavit of service and the lawyer's certificate of service, all filed, and on reading the consent of AlixPartners to act as the Receiver,

AMENDMENT AND RESTATEMENT

1. **THIS COURT ORDERS** that this Order is an amended and restated Order, which amends and restates in its entirety the ARRO, save and except for paragraph 1 of that Order, which shall remain in full force and effect.

SERVICE AND DEFINITIONS

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby validated and further service thereof is hereby dispensed with.
3. **THIS COURT ORDERS** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Kobayashi Affidavit, the Wei Affidavit, or the First Report of Representative Counsel, as applicable.

APPOINTMENT

4. **THIS COURT ORDERS** that pursuant to section 101 of the CJA, AlixPartners is hereby appointed Receiver, without security, of:
 - (a) all of the assets, undertakings and property of Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc., Fort Erie Hills Inc., Halton Park Inc., Niagara Falls Park Inc., Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc. (collectively, the "**Nominee Respondents**") and each, a "**Nominee Respondent**") and 2533430 Ontario Inc. acquired for, or used, or held in relation to, or as a result of, a business carried on by the Nominee

Respondents (or any one of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation:

- (i) the real property municipally and legally described in Schedule “A” hereto;
- (ii) all claims, entitlements, choses in action, legal, beneficial, equitable, vendor-take-back or other mortgage or other interests directly or indirectly related to the real property applicable to such Nominee Respondent municipally and legally described in Schedule “B” hereto, and in case of: (i) Halton Park Inc., any such interests in respect of the VTB, the Highway 27 Property, the Highway 27 Mortgage (each as defined in the Wei Affidavit), and (ii) Greenvalley Estates Inc., any such interests in respect of the VTB and the GVE Property (each as defined in the First Report of Representative Counsel); and
- (iii) any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party,

(collectively, the “**Nominee Property**”);

- (b) all of the monies paid or invested or caused to be paid or invested by the Co-Owners of any of the real property previously or currently owned by any of the Nominee Respondents or 2533430 Ontario Inc. into or intended for one or more segregated accounts known as the “Concept Planning Fund” for the purposes of defraying costs, expenses and fees to be incurred in connection with the applicable real property pursuant to one or more Co-Owners Agreements (collectively, the “**Concept Planning Funds**”), as determined by the Receiver;
- (c) all of the income derived in any way from the ownership, operation, use, leasing, financing, refinancing, sale of, development and/or any other dealing whatsoever with any of the real property previously or currently owned by any of the

Nominee Respondents or 2533430 Ontario Inc., including, without limiting the generality of the foregoing, the real property municipally and legally described in Schedule “B” hereto (collectively with the Concept Planning Funds, the “**Segregated Funds**”), provided that such Segregated Funds shall not include any income derived from the real property municipally and legally described in Schedule “B” hereto by any arm’s length purchaser of such property after the date of the applicable property’s sale to such purchaser; and

- (d) all of the assets, undertakings and property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., Fort Erie Hills Capital Management Inc., TSI-HP International Canada Inc., TSI International-Grandtag A2A Niagara IV Inc., Greenvalley Estates Canada Inc., TSI International-Grandtag A2A GE II Inc., and TGP – Lyons Creek Niagara Falls Park Inc. (collectively the “**Operator Respondents**” and each, an “**Operator Respondent**”, and together with the Nominee Respondents and 2533430 Ontario Inc., the “**Respondents**” and each, a “**Respondent**”) used in connection with or arising from or out of or which are necessary to access or use the Segregated Funds (collectively with the Nominee Property and the Segregated Funds, the “**Property**”).

5. **THIS COURT ORDERS** that the title of these proceedings is hereby amended to include:

- (a) as applicant, Kwang-Cheng (Tony) Wei, in his personal capacity as a Taiwanese Investor and in his capacity as agent for the other Taiwanese Investors; and
- (b) as respondents, Halton Park Inc., Niagara Falls Park Inc., TSI-HP International Canada Inc., TSI International-Grandtag A2A Niagara IV Inc., Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc.

Greenvalley Estates Canada Inc., TSI International-Grandtag A2A GE II Inc.,
and TGP – Lyons Creek Niagara Falls Park Inc.,

and each of these parties is hereby added as an applicant and respondents to these proceedings for all purposes, as applicable, and shall be indicated as such in the title of proceedings following the granting of this Order.

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, all proceeds in any bank accounts or trust accounts (including any account in the name of any of the Operator Respondents and any lawyer's trust account) in the name, or for the benefit, of any of the Respondents and any Property held in the name of any third party but beneficially owned by any of the Respondents;
- (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 the 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 Respondents (or any one of them), in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business in

connection with the Property, or cease to perform or disclaim any contracts of any of the Respondents, provided that the Receiver shall not disclaim any agreement of purchase and sale related to the real property municipally and legally described in Schedule “A” hereto without further Order of this Court on notice to the service list in these proceedings;

- (d) to engage managers, contractors, subcontractors, trades, consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other Persons (as defined below) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondents (or any one of them) in connection with the Property, or as may be appropriate to receive, preserve or protect the Property or any part or parts thereof;
- (f) for greater certainty, notwithstanding the order (the “**First Global Injunction**”) of the Honourable Justice MacNeil granted on October 31, 2024 in the Hamilton Proceedings (as defined below), to receive and collect all monies and accounts now owed or hereafter owing to any of the Respondents in connection with the Property (including, without limitation, any insurance proceeds, rent payments or any other income from the Property) and to exercise all remedies of any of the Respondents in collecting such monies and accounts, including, without limitation, taking steps to enforce any security held by any of the Respondents;
- (g) to settle, extend or compromise any indebtedness owing to any of the Respondents in connection with the Property;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Respondents, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings or claims (including, without limitation, claims under insurance policies held by any of the Respondents or related to the Property) and to defend all proceedings now pending or hereafter instituted with respect to any of the Respondents, the Property or the Receiver, and to settle or compromise any such proceedings or claims. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to review, investigate, and report to this Court on: (i) all payments, receipts, disbursements, accounts payable, conveyances, transfers, preferences, transactions and other arrangements between or among any of the Respondents and other Persons, including, without limitation, other companies and entities that are affiliates of any of the Respondents, that appear to the Receiver to be out of the ordinary course of business; and (ii) the respective interests, rights and priorities of any of the Respondents' creditors and other Persons in, in and to, and in respect of the Property or any part thereof. All Persons shall be required to provide any and all information and documents related to the Respondents and/or the Property requested by the Receiver in connection with any such review and investigation;
- (k) for greater certainty, notwithstanding the First Global Injunction, 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 may deem appropriate;

(l) for greater certainty, notwithstanding the First Global Injunction, 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 Part V of the *Personal Property Security Act*, R.S.O. 1990, c. P. 10, as amended or section 31 of the *Mortgages Act*, R.S.O. 1990, c. M. 40, as amended, as the case may be, shall not be required;

(m) for greater certainty, notwithstanding the First Global Injunction, 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 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;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including, without limitation, the real property municipally and legally described in Schedule "A" hereto;

(p) 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 any of the

Respondents and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result of such permits, licences, approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the Respondents;
- (r) to undertake any investigations deemed appropriate by the Receiver with respect to: (i) the location and/or disposition of assets reasonably believed to be, or to have been, Property; and (ii) any ownership interest, claim, lien, charge, security interest or encumbrance asserted, filed or registered, as applicable, against the Property or any part thereof;
- (s) to examine under oath any Person the Receiver reasonably considers to have knowledge of the affairs of the Respondents (or any one of them) or the Property or any part thereof, including, without limitation, any present or former director, officer, employee or shareholder of the Respondents (or any one of them);
- (t) to trace and follow (i) the Segregated Funds or any portion thereof and (ii) the proceeds of any real property previously owned by any of the Respondents that was sold, transferred, assigned or conveyed on or after the granting of the First Global Injunction, including, without limitation, the real property municipally and legally described in Schedule "B" hereto;
- (u) to take such steps as the Receiver deems appropriate in the following proceedings before the Commercial List of the Ontario Superior Court of Justice: (i) *1180544 Ontario Limited v. CBJ Developments Inc. et al.* bearing Court File No. CV-23-00707989-00CL; and (ii) *Hillmount Capital Mortgage*

Holdings Inc. v. CBJ-Fort Erie Hills Inc., bearing Court File No. CV-24-00730993-00CL (together, the “**Extant Receivership Proceedings**”);

- (v) to exercise any shareholder, partnership, joint venture or other rights which any of the Respondents may have;
- (w) to make an assignment in bankruptcy on behalf of the Respondents (or any one of them); and
- (x) 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, including each of the Respondents, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. **THIS COURT ORDERS** that (i) each of the Respondents, (ii) all of the Respondents’ current and former directors, officers, employees, agents, accountants, legal counsel, shareholders and affiliates, 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.
8. **THIS COURT ORDERS** that all Persons, including Randy Hoffner, Pauline Hoffner, Vincent Salvatore, and Elena Salvatore, shall cooperate fully with the Receiver to facilitate and respond to any inquiries and investigations the Receiver deems necessary or appropriate in connection with its mandate under this Order.

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, information and cloud-based data of any kind related to the business or affairs of any of the Respondents or the Property, and any computer programs, computer tapes, computer disks, cloud 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, cloud 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, in a cloud 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 10, 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, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

11. **THIS COURT ORDERS** that, without limiting the generality of paragraphs 7-10 and subject to such confidentiality arrangements as the Receiver deems advisable, each of TSI-CGE International Canada Inc., TGP-Talbot Crossing Inc., TSI-NEC II International Canada Inc., TSI-LV International Canada Inc., TSI-LV II International Canada Inc., TSI-LV III International Canada Inc., TSI-LV IV International Canada Inc., TSI-LV V International Canada Inc., Fort Erie Hills International Canada Inc., TSI-HP International Canada Inc., TSI International-Grandtag A2A Niagara IV Inc., Greenvalley Estates Canada Inc., TSI International-Grandtag A2A GE II Inc., and TGP – Lyons Creek Niagara Falls Park Inc. and each Person shall provide the following information (collectively, the “**Co-Owner Information**”) to the Receiver forthwith, in each case, without charge: (i) the names, last known address, last known email addresses (if any) and entitlements of all of the Co-Owners, in each case, to the extent in the possession or control of such Persons; and (ii) upon request of the Receiver, such documents and data as may be reasonably relevant to the issues affecting the Co-Owners in these proceedings, in each case, to the extent in the possession or control of such Persons. In providing the Co-Owner Information, Persons shall not be required to obtain the express consent of any Co-Owner authorizing the disclosure of the Co-Owner Information to the Receiver for the purposes of these proceedings, and further, in accordance with clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, each Person is authorized and permitted to disclose the Co-Owner Information to the Receiver for the purposes of these proceedings, without the knowledge or consent of the Co-Owners.
12. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court

upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

13. **THIS COURT ORDERS** that each applicable Land Registry Office, including, without limitation, Land Registry Office No. 33 and 59, is hereby directed to register a copy of this Order against title to the Property municipally and legally described in Schedule "A" hereto.
14. **THIS COURT ORDERS** that the Receiver may file a copy of this Order in the Extant Receivership Proceedings and the Hamilton Proceedings.

NO PROCEEDINGS AGAINST THE 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 Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

16. **THIS COURT ORDERS** that no Proceeding, including for greater certainty, the proceedings before the Ontario Superior Court of Justice styled as *Trans Global Partners Limited et al. v. First Global Financial Corp. et al.*, bearing Court File No. CV-24-00087580-0000 (the "**Hamilton Proceedings**"), against or in respect of any of the Respondents 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 any of the Respondents 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 all rights and remedies against the Respondents, 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 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and further provided that nothing in this paragraph 17 shall: (i) empower the Receiver or any of the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on; (ii) exempt the Receiver or any of the Respondents 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

18. **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 any of the Respondents, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

19. **THIS COURT ORDERS** that all Persons having oral or written agreements with any of the Respondents or contractual, statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, accounting services, centralized banking services, payroll services, insurance, transportation services, utility or other services to any of the Respondents 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 any of the Respondents’ 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 each of the Respondents 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

20. **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

21. **THIS COURT ORDERS** that all employees of the Respondents shall remain the employees of the applicable Respondent until such time as the Receiver, on the applicable Respondent’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in 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*, S.C. 2005, c. 47, s. 1, as amended.

PIPEDA

22. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended 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 each of the Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

23. **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*, 1999, S.C. 1999, c. 33, as amended, the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended, or the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, and regulations thereunder (collectively, 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

24. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of 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 *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1, as amended. 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

25. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed 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.
26. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
27. **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

28. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subordinate in priority to the Receiver’s Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
29. **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.
30. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “C” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.
31. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further Order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

NORWICH ORDER

32. **THIS COURT ORDERS** that the Toronto Dominion Bank shall forthwith disclose and produce to the Kobayashi Group and the Receiver copies of:

- (a) bank account statements;
- (b) instruments (including deposits, withdrawals and transfers); and
- (c) other documents (including but not limited to files, papers, records, notes, correspondence, memoranda, communications and other records) pertaining to the identity of any person who instructed the Toronto Dominion Bank to conduct any payments or transfers to account holders or third parties, the identity of the payees and particulars of the instruments and transactions,

in the possession of the Toronto Dominion Bank or its subsidiaries that relate to the transfer of \$1,899,528.20 (the “**Sale Proceeds**”) from the account bearing account number 03481062053 at the Bank of Montreal in the name of McKenzie Lake Lawyers LLP to the account owned or operated by Parminder Hundal Law Professional Corporation bearing account number 1140-5017446 (the “**Hundal Account**”) at the Toronto Dominion Bank on February 5, 2025 and any subsequent transfer(s) of the Sale Proceeds or any portion thereof out of the Hundal Account thereafter.

33. **THIS COURT ORDERS** that the disclosure ordered in paragraph 32 above shall include, but not be limited to, the account number(s) to which the Sale Proceeds were sent from the Hundal Account, and if known, the identity of the recipient(s) of those funds.

34. **THIS COURT ORDERS** that the Toronto Dominion Bank shall provide the records pursuant to this Order as soon as reasonably practicable.

35. **THIS COURT ORDERS** that the Kobayashi Group shall pay the reasonable costs incurred by the Toronto Dominion Bank in complying with this Order.

36. **THIS COURT ORDERS** that:

- (a) the information produced by Toronto Dominion Bank to the Kobayashi Group with respect to the Hundal Account shall not be disclosed to any person or entity that is not a party to this application, other than the Receiver. Notwithstanding the foregoing, the details of any transactions related to the Sale Proceeds (whether direct or indirect) (the “**Relevant Information**”) may be disclosed. If the Kobayashi Group or the Receiver publicly file with the court in any manner or in any proceeding any of the documents produced by Toronto Dominion with respect to the Hundal Account, including as an exhibit at trial or on a motion, all information except for the Relevant Information shall be redacted or the party seeking to file the document shall seek a sealing order on notice to Parminder Hundal; and
- (b) the Deemed Undertaking Rule does not apply to the documents and information obtained by the Kobayashi Group and the Receiver in furtherance of paragraphs 32-33 of this Order such that the Kobayashi Group and the Receiver may use the documents obtained from paragraphs 32-33 of this Order (with redactions to protect confidential information pertaining to third parties unrelated to the Sale Proceeds, if applicable, including in accordance with paragraph 36(a) of this Order) in order to commence a Proceeding against other third parties as appropriate with respect to the matters and facts as described in the Application Record filed by the Kobayashi Group on the within application.

SERVICE AND NOTICE

37. **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 at <https://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: <https://www.ksvadvisory.com/experience/case/clearviewgarden> (the “**Receiver’s Website**”).

38. **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 any of the Respondents’ creditors or other interested parties at their respective addresses as last shown on the records of the Respondents 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.
39. **THIS COURT ORDERS** that as soon as practicable within the date of this Order, the Receiver shall send notice of this Order: (i) to all known Co-Owners by way of email (to the extent that the Receiver has such email); and (ii) in the case of Co-Owners in Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc., Greenvalley Estates Canada Inc., TSI International–Grandtag A2A GE II Inc., and / or TGP – Lyons Creek Niagara Falls Park Inc., to all such Co-Owners known to the Receiver also by way of regular mail at the address provided pursuant to paragraph 11 of this Order. A copy of this Order shall be posted on the case website maintained by the Receiver in respect of these proceedings.
40. **THIS COURT ORDERS** that the Kobayashi Group, the Receiver and their 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 Respondents' 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

41. **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.
42. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents (or any one of them).
43. **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.
44. **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.
45. **THIS COURT ORDERS** that the Kobayashi Group shall have their costs of this Application, up to and including entry and service of this Order on a substantial

indemnity basis to be paid by the Receiver from the net realizations from the Property with the same priority as, and as secured by, the Receiver's Borrowings Charge.

46. **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.
 47. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order and are enforceable without the need for entry and filing.
-

SCHEDULE "A"
REAL PROPERTY

1. Greenvally Estates II Inc.

Municipal Description: Unavailable

Legal Description:

08203-0076 (LT)

PART SOUTH 1/2 LOT 12 CONCESSION 3 AS IN 297548; EXCEPT PART 1, 33R-2988;
SUBJECT TO WU39775, WU53166, 604919 LONDON/WESTMINSTER "DESCRIPTION
AMENDED 2009/02/26, RE:EXCEPT, M. VINER"

2. Lyons Creek Niagara Falls Park Inc.

Municipal Description: Unavailable

Legal Description:

64258-0082 (LT)

PT LT 15 CON 4 WILLOUGHBY; PT LT 16 CON 4 WILLOUGHBY AS IN RO110336 ;
NIAGARA FALLS

SCHEDULE "B"
SOLD REAL PROPERTY

1. Clearview Garden Estates Inc.

Municipal Description: 6237 27/28 Side Road Nottawasaga, Clearview, Ontario

Legal Description:

PIN 58239-0013 (LT)

PT LT 27 CON 3 NOTTAWASAGA AS IN RO289265, EXCEPT 51R27930; S/T RO130023; CLEARVIEW

PIN 58239-0014 (LT)

PT LT 27 CON 3 NOTTAWASAGA PT 1, 51R27930; CLEARVIEW

PIN 58239-0015 (LT)

PT LT 27 CON 3 NOTTAWASAGA PT 2, 51R27930; CLEARVIEW

2. London Valley IV Inc.

Municipal Description: 6211 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08211-0150 (LT)

PART LOT 57 WTR AS IN 753369 SAVE & EXCEPT PART 2 PLAN 33R-16279 AND PARTS 1 AND 2 ON EXPROPRIATION PLAN ER1469148, WESTMINSTER; CITY OF LONDON

3. Fort Erie Hills Inc.

Municipal Description: 87 Crooks Street & 0 Thompson Road ES, Fort Erie, Ontario

Legal Description:

PIN 64233-0064 (LT)

BLK R W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; LT 84 W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT BLK S W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT LT 8 CON 2 NIAGARA RIVER BERTIE AS IN RO461513; FORT ERIE

4. Niagara Estates of Chippawa II Inc.

Municipal Description: 5559 Sodom Road, Niagara Falls, Ontario

Legal Description:

PIN 64254-0015 (LT)

PT LT 18 CON 2 WILLOUGHBY PT 1, 59R4701 EXCEPT PT 1, 59R4942; NIAGARA FALLS

5. 2533430 Ontario Inc.

Municipal Description: 6188 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0216 (LT)

PART LOT 57, EAST OF THE NORTH BRANCH OF THE TALBOT ROAD, PART 1 PLAN 33R20792 EXCEPT PART 1 EXPROPRIATION PLAN ER1469093, WESTMINSTER; CITY OF LONDON

6. Halton Park Inc.

Municipal Description: 0 25 Highway E/S, Halton Hills, Ontario

Legal Description:

PIN 25022-0014 (LT)

PT LTS 7 & 8, CON 3 ESQ, AS IN 335221, EXCEPT 574487 & 679752; S/T EW15614 HALTON HILLS/ESQUESING

7. Niagara Falls Park Inc.

Municipal Description: 5021 Garner Road, Niagara Falls, Ontario

Legal Description:

PIN 64265-0031 (LT)

PT TWP LT 118 STAMFORD; PT TWP LT 121 STAMFORD AS IN RO90923 LYING NW OF HYDRO; NIAGARA FALLS; TOGETHER WITH AN EASEMENT AS IN ST55416

PIN 64265-0034 (LT)

PT TWP LT 118 STAMFORD; PT TWP LT 121 STAMFORD; PT RDAL BTN LT 121 & 135 STAMFORD AS IN RO90923 LYING SE OF HYDRO; NIAGARA FALLS; TOGETHER WITH AN EASEMENT AS IN ST55416

8. London Valley Inc.

Municipal Description: 5318 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0183 (LT)

PART LOT 63 ETR AS IN WU28828; EXCEPT WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168 & PLAN ER1060831; SUBJECT TO 340398, WU45704; "DESCRIPTION IN 398299 MAY NOT BE ACCEPTABLE IN THE FUTURE" LONDON/WESTMINSTER

9. London Valley II Inc.

Municipal Description: 6172 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0207 (LT)

PART LOTS 58 & 57 ETR AS IN 422573; EXCEPT PART 1, 33R8976 AND PART 1 EXPROPRIATION PLAN ER1469082; "DESCRIPTION IN 422573 MAY NOT BE ACCEPTABLE IN THE FUTURE" LONDON/WESTMINSTER "DESCRIPTION REVISED 2012/01/16, RE: EXCEPTION"

10. London Valley V Inc.

Municipal Description: Wonderland Road. S, London, Ontario

Legal Description:

PIN 08207-0153 (LT)

PART LOTS 58 & 59 ETR WESTMINSTER DESIGNATED PARTS 8 & 9, 33R2972; AND PT LT 59, ETR WESTMINSTER AS IN 559255; SAVE & EXCEPT PART 1, PLAN ER864297; CITY OF LONDON

11. Talbot Crossing Inc.

Municipal Description: 5980 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0053 (LT)

PART LOT 58 & 59 ETR DESIGNATED PART 1, 33R9477; SUBJECT TO 871357 LONDON/WESTMINSTER

12. 2533430 Ontario Inc.

Municipal Description: Unavailable

Legal Description:

PIN 08207-0222 (LT)

PART LOT 57, EAST OF THE NORTH BRANCH OF TALBOT ROAD AS IN WU41565, SAVE & EXCEPT 87195, 88711, 101207 & PART 1 PLAN 33R20792 AND PARTS 1 AND 2 ON EXPROPRIATION PLAN ER1469124; S/T EASEMENT OVER PART 1 PLAN ER1463513 AS IN ER1463513. "DESCRIPTION IN WU41565 MAY NOT BE ACCEPTABLE IN THE FUTURE" WESTMINSTER; CITY OF LONDON

13. Greenvally Estates Inc.

Municipal Description: 4423 Highbury Avenue South, London, Ontario

Legal Description:

PIN 08203-0074 (LT)

PART SOUTH 1/2 LOT 11 CONCESSION 3 BEING PARTS 1 AND 3 ON 33R-2805; EXCEPT 879942 SUBJECT TO ANY INTEREST IN 870207 LONDON/WESTMINSTER

**SCHEDULE “C”
RECEIVER’S CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that AlixPartners Restructuring, Inc. (f/k/a KSV Restructuring Inc.), the receiver and manager (the “**Receiver**”) of all of (i) the assets, undertakings and property of Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc., Fort Erie Hills Inc., Halton Park Inc., Niagara Falls Park Inc., Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc. (collectively, the “**Nominee Respondents**”) and 2533430 Ontario Inc. acquired for, or used in relation to a business carried on by the Nominee Respondents (or any one of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the real property legally described in Schedule “A” to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 15, 2026 (the “**Order**”) made in an application having Court File Number CV-25-00736577-00CL, all claims, entitlements, choses in action, legal, beneficial, equitable, vendor-take-back or other mortgage or other interests (including those in relation to the real property municipally and legally described in Schedule “B” to the Order, and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the “**Nominee Property**”), and (ii) the Segregated Funds and all of the assets, undertakings and property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., Fort Erie Hills Capital Management Inc., TSI-HP International Canada Inc., TSI International-Grandtag A2A Niagara IV Inc., Greenvalley Estates Canada Inc., TSI International-Grandtag A2A GE II Inc., and TGP – Lyons Creek Niagara Falls Park Inc. used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property, the “**Property**”), has received as such Receiver from the holder

of this certificate (the “**Lender**”) the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.¹

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**][**monthly not in advance on the _____ day of each month**] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

¹ Capitalized terms used in this certificate and not otherwise defined herein have the meaning ascribed to them in the Order, the Affidavit of Akiko Kobayashi sworn February 27, 2025, the Affidavit of Kwang-Cheng (Tony) Wei affirmed on August 1, 2025, or the First Report of Gowling WLG (Canada) LLP, in its capacity as court-appointed representative counsel, dated June 5, 2026, as applicable.

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

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

DATED the ____ day of _____, 202_.

AlixPartners Restructuring, Inc. (f/k/a KSV Restructuring Inc.), solely in its capacity as Receiver of the Property, and not in its personal, corporate or any other capacity

Per:

Name:

Title:

MIZUE FUKIAGE et al

- and -

CLEARVIEW GARDEN ESTATES INC. et al

Applicants

Respondents

	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) PROCEEDINGS COMMENCED AT TORONTO
	SECOND AMENDED AND RESTATED ORDER (Appointing Receiver)
	Gowling WLG (CANADA) LLP Barristers & Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5 Asim Iqbal (LSO# 61884B) Tel: 416 862 4693 Email: asim.iqbal@gowlingwlg.com Patryk Sawicki (LSO# 88028I) Tel: 416-369-7246 Email: patryk.sawicki@gowlingwlg.com Gowling WLG (Canada) LLP, in its capacity as Court-appointed Representative Counsel

TAB 6

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

THE HONOURABLE	)	THURSDAY, THE 23RD
<u>THE HONOURABLE</u>	)	<u>MONDAY, THE 15TH</u>
JUSTICE STEELE	)	DAY OF OCTOBER <u>JUNE</u> , 2025 <u>2026</u>

B E T W E E N:

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD. ~~and~~, TORU FUKIAGE, and KWANG-CHENG (TONY) WEI, IN HIS PERSONAL CAPACITY AS A TAIWANESE INVESTOR AND IN HIS CAPACITY AS AGENT FOR THE OTHER TAIWANESE INVESTORS

Applicants

- and -

CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC., ~~and~~ FORT ERIE HILLS CAPITAL MANAGEMENT INC., HALTON PARK INC., NIAGARA FALLS PARK INC., TSI-HP INTERNATIONAL CANADA INC., and TSI INTERNATIONAL-GRANDTAG A2A NIAGARA IV INC.

Respondents

**SECOND AMENDED AND RESTATED ORDER
(Appointing Receiver)**

~~THIS MOTION, made by Kwang-Cheng (Tony) Wei, in his personal capacity as a Taiwanese Investor and in his capacity as agent for the other Taiwanese Investors, for an Order~~

~~amending and restating the~~ THIS MOTION, made by Gowling WLG (Canada) LLP, in its capacity as representative counsel (in such capacity, “Representative Counsel”) pursuant to the Representative Counsel Appointment Order of this Court dated ~~March 6~~ October 23, 2025, ~~which appointed~~ (the “Representative Counsel Order”), for an Order amending and restating the Amended and Restated Order of this Court dated October 23, 2025 (the “ARRO”), in order to, among other things, appoint AlixPartners Restructuring, Inc. (f/k/a KSV Restructuring Inc.) (~~“KSV”~~ AlixPartners) as receiver and manager (in such capacity, the “Receiver”), without security, over the Property (as defined ~~therein~~) ~~(the “Initial Receivership Order”)~~, ~~made for the purpose of, among other things, appointing KSV as receiver and manager (in such capacities, the “Receiver”) over the Property (as defined~~ below) pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990,

c. C.43, as amended (the “CJA”), paragraph ~~43~~ 46 of the ~~Initial Receivership Order, and~~ ARRO, Rules

5.03 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended (the “Rules of Civil Procedure”), and paragraph 4(i) of the Representative Counsel Order, and further to ~~an~~: (i) the application ~~made by~~ of Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd., and Toru Fukiage (collectively, the “Kobayashi Group”) heard on March 6, 2025, and (ii) the motion of Kwang-Cheng (Tony) Wei, in his personal capacity as a Taiwanese investor and as agent for other Taiwanese investors heard on October 23, 2025, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING: (i) the Motion Record dated June 5, 2026, including the First Report of Gowling WLG (Canada) LLP, in its capacity as court-appointed representative counsel, and the appendices thereto (the “First Report of Representative Counsel”), the Sixth Report of the Receiver (as defined below), and the appendices thereto, the Affidavit of Yuta Suzuki, affirmed May 28, 2026 and the exhibits thereto, and the Affidavit of Kunihiro Ishii, affirmed May 27, 2026 and the exhibits thereto; (ii) the Motion Record dated August 27, 2025, including the Affidavit of Kwang-Cheng (Tony) Wei affirmed on August 1, 2025 and the exhibits thereto (“Wei Affidavit”), the Affidavit of Patryk Sawicki affirmed on August 27, 2025 and the exhibits thereto, and (iii) the Application Record of the Kobayashi Group, including the Affidavit of Akiko Kobayashi sworn February 27, 2025 and the exhibits thereto (the “Kobayashi Affidavit”), the Affidavit of Lorraine

Klemens sworn February 28, 2025 and the exhibits thereto, and on hearing the submissions of Representative Counsel, counsel for Mr. Wei, the ~~Kobayashi Group, the~~ Receiver (as defined in the ARRO), and such other parties listed on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service ~~sworn and filed and~~ the lawyer's certificate of service, all filed, and on reading the ~~consents~~ consent of ~~KSV~~ AlixPartners to act as the Receiver,

AMENDMENT AND RESTATEMENT

1. **THIS COURT ORDERS** that this Order is an amended and restated Order, which amends and restates in its entirety the ~~Initial Receivership Order~~, ARRO, save and except for paragraph 1 of that Order, which shall remain in full force and effect.

SERVICE AND DEFINITIONS

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby validated and further service thereof is hereby dispensed with.
3. **THIS COURT ORDERS** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Kobayashi Affidavit~~or~~, the Wei Affidavit, or the First Report of Representative Counsel, as applicable.

APPOINTMENT

4. **THIS COURT ORDERS** that pursuant to section 101 of the CJA, ~~KSV~~AlixPartners is hereby appointed Receiver, without security, of:

- (a) all of the assets, undertakings and property of Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc., Fort Erie Hills Inc., Halton Park Inc., ~~and~~Niagara Falls Park Inc., Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc. (collectively, the “**Nominee Respondents**” and each, a “**Nominee Respondent**”) and 2533430 Ontario Inc. acquired for, or used, or held in

relation to, or as a result of, a business carried on by the Nominee Respondents (or any one of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation:

- (i) the real property municipally and legally described in Schedule “A” hereto;

(ii) all claims, entitlements, choses in action, legal, beneficial, equitable, vendor-take-back or other mortgage or other interests directly or indirectly related to the real property applicable to such Nominee Respondent municipally and legally described in Schedule "B" hereto, and in case of: (i) Halton Park Inc., any such interests in respect of the VTB, the Highway 27 Property, the Highway 27 Mortgage (each as defined in the Wei Affidavit), and (ii) Greenvally Estates Inc., any such interests in respect of the VTB and the GVE Property (each as defined in the First Report of Representative Counsel); and

(iii) any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party,

(collectively, the "**Nominee Property**");

(b) all of the monies paid or invested or caused to be paid or invested by the ~~Co-~~
~~Owners~~Co-Owners of any of the real property previously or currently owned by any of the Nominee Respondents or 2533430 Ontario Inc. into or intended for one or more segregated accounts known as the "Concept Planning Fund" for the purposes of defraying costs, expenses and fees to be incurred in connection with the applicable real property pursuant to one or more Co-Owners

Agreements (collectively, the "**Concept Planning Funds**"), as determined by the Receiver;

(c) all of the income derived in any way from the ownership, operation, use, leasing, financing, refinancing, sale of, development and/or any other dealing whatsoever with any of the real property previously or currently owned by any of the Nominee Respondents or 2533430 Ontario Inc., including, without limiting the generality of the foregoing, the real property municipally and legally described in Schedule "B" hereto (collectively with the Concept Planning Funds, the "**Segregated Funds**"), provided that such Segregated Funds shall not include any income derived from the real property municipally and legally described in Schedule "B" hereto by any arm's

length purchaser of such property after the date of the applicable property's sale to such purchaser; and

- (d) all of the assets, undertakings and property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., Fort Erie Hills Capital Management Inc., TSI-HP International Canada Inc. ~~and~~, TSI International-Grandtag A2A Niagara IV Inc., Greenvalley Estates Canada Inc., TSI International-Grandtag A2A GE II Inc., and TGP – Lyons Creek Niagara Falls Park Inc. (collectively the “**Operator Respondents**” and each, an “**Operator Respondent**”, and together with the Nominee Respondents and 2533430 Ontario Inc., the “**Respondents**” and each, a “**Respondent**”) used in connection with or arising from or out of or which ~~is~~

are necessary to access or use the Segregated Funds (collectively with the Nominee Property and the Segregated Funds, the “**Property**”).

5. **THIS COURT ORDERS** that the title of these proceedings is hereby amended to include:

- (a) as applicant, Kwang-Cheng (Tony) Wei, in his personal capacity as a Taiwanese Investor and in his capacity as agent for the other Taiwanese Investors; and
- (b) as respondents, Halton Park Inc., Niagara Falls Park Inc., TSI-HP International Canada Inc., ~~and~~ TSI International-Grandtag A2A Niagara IV Inc., Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc. Greenvalley Estates Canada Inc., TSI International-Grandtag A2A GE II Inc., and TGP – Lyons Creek Niagara Falls Park Inc.,

and each of these parties is hereby added as an applicant and respondents to these proceedings for all purposes, as applicable, and shall be indicated as such in the title of proceedings following ~~to~~ the granting of this Order.

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, all proceeds in any bank accounts or trust accounts (including any account in the name of any of the Operator Respondents and any lawyer's trust account) in the name, or for the benefit, of any of the Respondents and any Property held in the name of any third party but beneficially owned by any of the Respondents;
- (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 the 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 Respondents (or any one of them), in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business in connection with the Property, or cease to perform or disclaim any contracts of any of the Respondents, provided that the Receiver shall not disclaim any agreement of purchase and sale related to the real property municipally and legally described in Schedule "A" hereto without further Order of this Court on notice to the service list in these proceedings;
- (d) to engage managers, contractors, subcontractors, trades, consultants, appraisers, agents, real estate brokers, experts, auditors, accountants,

managers, counsel and such other Persons (as defined below) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondents (or any one of them) in connection with the Property, or as may be appropriate to receive, preserve or protect the Property or any part or parts thereof;
- (f) for greater certainty, notwithstanding the order (the "**First Global Injunction**") of the Honourable Justice MacNeil granted on October 31, 2024 in the Hamilton Proceedings (as defined below), to receive and collect all monies and accounts now owed or hereafter owing to any of the Respondents in connection with the Property (including, without limitation, any insurance proceeds, rent payments or any other income from the Property) and to exercise all remedies of any of the Respondents in collecting such monies and accounts, including, without limitation, taking steps to enforce any security held by any of the Respondents;
- (g) to settle, extend or compromise any indebtedness owing to any of the Respondents in connection with the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Respondents, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings or claims (including, without limitation, claims under insurance policies held by any of the Respondents or related to the Property) and to defend all proceedings now pending or hereafter instituted with respect to any of the Respondents, the Property or the Receiver, and to settle or compromise any such proceedings or claims. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to review, investigate, and report to this Court on: (i) all payments, receipts, disbursements, accounts payable, conveyances, transfers, preferences, transactions

and other arrangements between or among any of the Respondents and other Persons, including, without limitation, other companies and entities that are affiliates of any of the Respondents, that appear to the Receiver to be out of the ordinary course of business; and (ii) the respective interests, rights and priorities of any of the Respondents' creditors and other Persons in, in and to, and in respect of the Property or any part thereof. All Persons shall be required to provide any and all information and documents related to the Respondents and/or the Property requested by the Receiver in connection with any such review and investigation;

- (k) for greater certainty, notwithstanding the First Global Injunction, 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 may deem appropriate;

- (l) for greater certainty, notwithstanding the First Global Injunction, 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 Part V of the *Personal Property Security Act*, R.S.O. 1990, c. P. 10, as amended or section 31 of the *Mortgages Act*,

R.S.O. 1990, c. M. 40, as amended, as the case may be, shall not be required;

- (m) for greater certainty, notwithstanding the First Global Injunction, 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 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including, without limitation, the real property municipally and legally described in Schedule "A" hereto;
- (p) 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 any of the Respondents and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result of such permits, licences, approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the Respondents;
- (r) to undertake any investigations deemed appropriate by the Receiver with respect to:
 - (i) the location and/or disposition of assets reasonably believed to be, or to have been, Property; and
 - (ii) any ownership interest, claim, lien, charge, security interest or encumbrance asserted, filed or registered, as applicable, against the Property or any part thereof;
- (s) to examine under oath any Person the Receiver reasonably considers to have knowledge of the affairs of the Respondents (or any one of them) or the Property or any part thereof, including, without limitation, any present or former director, officer, employee or shareholder of the Respondents (or any one of them);

- (t) to trace and follow (i) the Segregated Funds or any portion thereof and (ii) the proceeds of any real property previously owned by any of the Respondents that was sold, transferred, assigned or conveyed on or after the granting of the First Global Injunction, including, without limitation, the real property municipally and legally described in Schedule “B” hereto;
- (u) to take such steps as the Receiver deems appropriate in the following proceedings before the Commercial List of the Ontario Superior Court of Justice: (i) *1180544 Ontario Limited v. CBJ Developments Inc. et al.* bearing Court File No. CV-23-00707989-00CL; and (ii) *Hillmount Capital Mortgage Holdings Inc. v. CBJ-Fort Erie Hills Inc.*, bearing Court File No. CV-~~24-00730993-00CL~~24-00730993-00CL (together, the “**Extant Receivership Proceedings**”);
- (v) to exercise any shareholder, partnership, joint venture or other rights which any of the Respondents may have;
- (w) to make an assignment in bankruptcy on behalf of the Respondents (or any one of them); and
- (x) 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, including each of the Respondents, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. **THIS COURT ORDERS** that (i) each of the Respondents, (ii) all of the Respondents’ current and former directors, officers, employees, agents, accountants, legal counsel, shareholders and affiliates, 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.

8. **THIS COURT ORDERS** that all Persons, including Randy Hoffner, Pauline Hoffner, Vincent Salvatore, and Elena Salvatore, shall cooperate fully with the Receiver to facilitate and respond to any inquiries and investigations the Receiver deems necessary or appropriate in connection with its mandate under this Order.

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, information and cloud-based data of any kind related to the business or affairs of any of the Respondents or the Property, and any computer programs, computer tapes, computer disks, cloud 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, cloud 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, in a cloud 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 ~~10~~, 10, 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, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

11. **THIS COURT ORDERS** that, without limiting the generality of paragraphs 7-10 and subject to such confidentiality arrangements as the Receiver deems advisable, each of ~~TSI-CGE~~TSI-CGE International Canada Inc., TGP-Talbot Crossing Inc., TSI-NEC II International Canada Inc., TSI-LV International Canada Inc., TSI-LV II International Canada Inc., ~~TSI-LV~~TSI-LV III International Canada Inc., TSI-LV IV International Canada Inc., TSI-LV V International Canada Inc., Fort Erie Hills International Canada Inc., TSI-HP International Canada Inc. ~~and~~₂ TSI International-Grandtag A2A Niagara IV Inc. (collectively, the “Vendors”), Greenvally Estates Canada Inc., TSI International-Grandtag A2A GE II Inc., and TGP – Lyons Creek Niagara Falls Park Inc. and each Person shall provide the following information (collectively, the “**Co-Owner Information**”) to the Receiver forthwith, in each case, without charge: (i) the names, last known address, last known email addresses (if any) and entitlements of all of the Co-Owners, in each case, to the extent in the possession or control of such Persons; and (ii) upon request of the Receiver, such documents and data as may be reasonably relevant to the issues affecting the Co-Owners in these proceedings, in each case, to the extent in the possession or control of such Persons. In providing the Co-Owner Information, Persons shall not be required to obtain the express consent of any Co-Owner authorizing the disclosure of the Co-Owner Information to the Receiver for the purposes of these proceedings, and further, in accordance with clause 7(3)(c) of the *Personal*

Information Protection and Electronic Documents Act, S.C. 2000, c. 5, as amended, each Person is authorized and permitted to disclose the Co-Owner Information to the Receiver for the purposes of these proceedings, without the knowledge or consent of the ~~Co-Owners~~Co-Owners.

12. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.
13. **THIS COURT ORDERS** that each applicable Land Registry Office, including, without limitation, Land Registry Office No. 33 and 59, is hereby directed to register a copy of this Order against title to the Property municipally and legally described in Schedule "A" hereto.
14. **THIS COURT ORDERS** that the Receiver may file a copy of this Order in the Extant Receivership Proceedings and the Hamilton Proceedings.

NO PROCEEDINGS AGAINST THE 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 Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

16. **THIS COURT ORDERS** that no Proceeding, including for greater certainty, the proceedings before the Ontario Superior Court of Justice styled as *Trans Global Partners Limited et al. v. First Global Financial Corp. et al.*, bearing Court File No. CV-~~24-00087580-0000~~24-00087580-0000 (the "**Hamilton Proceedings**"), against or in respect of any of the Respondents 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 any of the Respondents 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 all rights and remedies against the Respondents, 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 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”), and further provided that nothing in this paragraph 17 shall: (i) empower the Receiver or any of the Respondents to carry on any business which the Respondents are not

lawfully entitled to carry on; (ii) exempt the Receiver or any of the Respondents 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

18. **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 any of the Respondents, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

19. **THIS COURT ORDERS** that all Persons having oral or written agreements with any of the Respondents or contractual, statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, accounting services, centralized banking

services, payroll services, insurance, transportation services, utility or other services to any of the Respondents 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 any of the Respondents' 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 each of the Respondents 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

20. **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

21. **THIS COURT ORDERS** that all employees of the Respondents shall remain the employees of the applicable Respondent until such time as the Receiver, on the applicable Respondent's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in 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*, S.C. 2005, c. 47, s. 1, as amended.

PIPEDA

22. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended 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 each of the Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

23. **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*, 1999, S.C. 1999, c. 33, as amended, the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended, or the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, and regulations thereunder (collectively, 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

24. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of 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 *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1, as amended. 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

25. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed 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.
26. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

27. **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

28. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subordinate in priority to the Receiver’s Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
29. **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.
30. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “C” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.
31. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further Order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

NORWICH ORDER

32. **THIS COURT ORDERS** that the Toronto Dominion Bank shall forthwith disclose and produce to the Kobayashi Group and the Receiver copies of:

- (a) bank account statements;
- (b) instruments (including deposits, withdrawals and transfers); and
- (c) other documents (including but not limited to files, papers, records, notes, correspondence, memoranda, communications and other records) pertaining to the identity of any person who instructed the Toronto Dominion Bank to conduct any payments or transfers to account holders or third parties, the identity of the payees and particulars of the instruments and transactions,

in the possession of the Toronto Dominion Bank or its subsidiaries that relate to the transfer of \$1,899,528.20 (the “**Sale Proceeds**”) from the account bearing account number 03481062053 at the Bank of Montreal in the name of McKenzie Lake Lawyers LLP to the account owned or operated by Parminder Hundal Law Professional Corporation bearing account number 1140-5017446 (the “**Hundal Account**”) at the

Toronto Dominion Bank on February 5, 2025 and any subsequent transfer(s) of the Sale Proceeds or any portion thereof out of the Hundal Account thereafter.

33. **THIS COURT ORDERS** that the disclosure ordered in paragraph 32 above shall include, but not be limited to, the account number(s) to which the Sale Proceeds were sent from the Hundal Account, and if known, the identity of the recipient(s) of those funds.

34. **THIS COURT ORDERS** that the Toronto Dominion Bank shall provide the records pursuant to this Order as soon as reasonably practicable.

35. **THIS COURT ORDERS** that the Kobayashi Group shall pay the reasonable costs incurred by the Toronto Dominion Bank in complying with this Order.

36. **THIS COURT ORDERS** that:

- (a) the information produced by Toronto Dominion Bank to the Kobayashi Group with respect to the Hundal Account shall not be disclosed to any person or entity that is not a party to this application, other than the Receiver. Notwithstanding the foregoing, the details of any transactions related to the Sale Proceeds (whether direct or indirect) (the “**Relevant Information**”) may be disclosed. If the Kobayashi Group or the Receiver publicly file with the court in any manner or in any proceeding any of the documents produced by Toronto Dominion with respect to the Hundal Account, including as an exhibit at trial or on a motion, all information except for the Relevant Information shall

be redacted or the party seeking to file the document shall seek a sealing order on notice to Parminder Hundal; and

- (b) the Deemed Undertaking Rule does not apply to the documents and information obtained by the Kobayashi Group and the Receiver in furtherance of paragraphs 32-33 of this Order such that the Kobayashi Group and the Receiver may use the documents obtained from paragraphs 32-33 of this Order (with redactions to protect confidential information pertaining to third parties unrelated to the Sale Proceeds, if applicable, including in accordance with paragraph 36(a) of this Order) in order to commence a Proceeding against other third parties as appropriate with respect to the matters and facts as described in the Application Record filed by the Kobayashi Group on the within application.

SERVICE AND NOTICE

37. **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 at ~~<https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>~~ <https://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: <https://www.ksvadvisory.com/experience/case/clearviewgarden> (the “Receiver’s Website”).

38. **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 any of the Respondents’ creditors or other interested parties at their respective addresses as last shown on the records of the Respondents 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.
39. **THIS COURT ORDERS** that ~~notice of the appointment of~~ as soon as practicable within the date of this Order, the Receiver shall ~~be provided to all of the Co-Owners by: (i) the Receiver sending a letter to each of the Co-Owners~~ send notice of this Order: (i) to all known Co-Owners by way of email (to the extent that the Receiver has such email); and (ii) in the case of Co-Owners in Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc., Greenvalley Estates Canada Inc., TSI International–Grandtag A2A GE II Inc., and / or TGP – Lyons Creek Niagara Falls Park Inc., to all such Co-Owners known to the Receiver also by way of regular mail at the address provided pursuant to paragraph 11 of this Order, ~~advising of such appointment as soon as practicable following the date hereof; and (ii) the posting of such appointment on the Receiver’s Website.~~ A copy of this Order shall be posted on the case website maintained by the Receiver in respect of these proceedings.

40. **THIS COURT ORDERS** that the Kobayashi Group, the Receiver and their 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 Respondents' 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

41. **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.

42. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents (or any one of them).

43. **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.

44. **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.

45. **THIS COURT ORDERS** that the Kobayashi Group shall have their costs of this Application, up to and including entry and service of this Order on a substantial indemnity basis to be paid by the Receiver from the net realizations from the Property with the same priority as, and as secured by, the Receiver's Borrowings Charge.
46. **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.
47. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order and are enforceable without the need for entry and filing.

**Jana-
Steele**



Digitally-
signed by-
Jana Steele-
Date:-
2025.10.23
15:40:24 -04'00'

SCHEDULE "A"
REAL PROPERTY

SCHEDULE "A"
REAL PROPERTY

1. Greenvally Estates II Inc.

1. 2533430 Ontario Inc. Municipal

Description: Unavailable

Legal Description:

PIN 08207-022208203-0076 (LT)

PART SOUTH 1/2 LOT 57, EAST OF THE NORTH BRANCH OF TALBOT ROAD AS IN WU41565, SAVE & EXCEPT 87195, 88711, 101207 & PART 1 PLAN 33R20792 AND PARTS 1 AND 2 ON EXPROPRIATION PLAN ER1469124; S/T EASEMENT OVER PART 1 PLAN ER1463513 AS IN ER1463513. "DESCRIPTION IN WU41565 MAY NOT BE ACCEPTABLE IN THE FUTURE" WESTMINSTER; CITY OF LONDON 12 CONCESSION 3 AS IN 297548; EXCEPT PART 1, 33R-2988; SUBJECT TO WU39775, WU53166, 604919 LONDON/WESTMINSTER "DESCRIPTION AMENDED 2009/02/26, RE:EXCEPT, M. VINER"

2. Lyons Creek Niagara Falls Park Inc.

Municipal Description: Unavailable

Legal Description:

64258-0082 (LT)

PT LT 15 CON 4 WILLOUGHBY; PT LT 16 CON 4 WILLOUGHBY AS IN RO110336 ; NIAGARA FALLS

SCHEDULE "B"
SOLD REAL PROPERTY

1.1. Clearview Garden Estates Inc.

Municipal Description: 6237 27/28 Side Road Nottawasaga, Clearview, Ontario

Legal Description:

PIN 58239-0013 (LT)

PT LT 27 CON 3 NOTTAWASAGA AS IN RO289265, EXCEPT 51R27930; S/T RO130023; CLEARVIEW

PIN 58239-0014 (LT)

PT LT 27 CON 3 NOTTAWASAGA PT 1, 51R27930; CLEARVIEW

PIN 58239-0015 (LT)

PT LT 27 CON 3 NOTTAWASAGA PT 2, 51R27930; CLEARVIEW

2.2. London Valley IV Inc.

Municipal Description: 6211 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08211-0150 (LT)

PART LOT 57 WTR AS IN 753369 SAVE & EXCEPT PART 2 PLAN 33R-16279 AND PARTS 1 AND 2 ON EXPROPRIATION PLAN ER1469148, WESTMINSTER; CITY OF LONDON

3.3. Fort Erie Hills Inc.

Municipal Description: 87 Crooks Street & 0 Thompson Road ES, Fort Erie, Ontario

Legal Description:

PIN 64233-0064 (LT)

BLK R W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; LT 84 W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT BLK S W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT LT 8 CON 2 NIAGARA RIVER BERTIE AS IN RO461513; FORT ERIE

4.4. Niagara Estates of Chippawa II Inc.

Municipal Description: 5559 Sodom Road, Niagara Falls, Ontario

Legal Description:

PIN 64254-0015 (LT)

PT LT 18 CON 2 WILLOUGHBY PT 1, 59R4701 EXCEPT PT 1, 59R4942; NIAGARA FALLS

5.5. 2533430 Ontario Inc.

Municipal Description: 6188 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0216 (LT)

PART LOT 57, EAST OF THE NORTH BRANCH OF THE TALBOT ROAD, PART 1 PLAN 33R20792 EXCEPT PART 1 EXPROPRIATION PLAN ER1469093, WESTMINSTER; CITY OF LONDON

6.6. Halton Park Inc.

Municipal Description: 0 25 Highway E/S, Halton Hills, Ontario

Legal Description:

PIN 25022-0014 (LT)

PT LTS 7 & 8, CON 3 ESQ, AS IN 335221, EXCEPT 574487 & 679752; S/T EW15614 HALTON HILLS/ESQUESING

7.7. Niagara Falls Park Inc.

Municipal Description: 5021 Garner Road, Niagara Falls, Ontario

Legal Description:

PIN 64265-0031 (LT)

PT TWP LT 118 STAMFORD; PT TWP LT 121 STAMFORD AS IN RO90923 LYING NW OF HYDRO; NIAGARA FALLS; TOGETHER WITH AN EASEMENT AS IN ST55416

PIN 64265-0034 (LT)

PT TWP LT 118 STAMFORD; PT TWP LT 121 STAMFORD; PT RDAL BTN LT 121 & 135 STAMFORD AS IN RO90923 LYING SE OF HYDRO; NIAGARA FALLS; TOGETHER WITH AN EASEMENT AS IN ST55416

8.8. London Valley Inc.

Municipal Description: 5318 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0183 (LT)

PART LOT 63 ETR AS IN WU28828; EXCEPT WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168 & PLAN ER1060831; SUBJECT TO 340398, WU45704; "DESCRIPTION IN 398299 MAY NOT BE ACCEPTABLE IN THE FUTURE" LONDON/WESTMINSTER

9.9. London Valley II Inc.

Municipal Description: 6172 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0207 (LT)

PART LOTS 58 & 57 ETR AS IN 422573; EXCEPT PART 1, 33R8976 AND PART 1 EXPROPRIATION PLAN ER1469082; "DESCRIPTION IN 422573 MAY NOT BE ACCEPTABLE IN THE FUTURE" LONDON/WESTMINSTER "DESCRIPTION REVISED 2012/01/16, RE: EXCEPTION"

10.10. London Valley V Inc.

Municipal Description: Wonderland Road. S, London, Ontario

Legal Description:

PIN 08207-0153 (LT)

PART LOTS 58 & 59 ETR WESTMINSTER DESIGNATED PARTS 8 & 9, 33R2972; AND PT LT 59, ETR WESTMINSTER AS IN 559255; SAVE & EXCEPT PART 1, PLAN ER864297; CITY OF LONDON

11.11. Talbot Crossing Inc.

Municipal Description: 5980 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0053 (LT)

PART LOT 58 & 59 ETR DESIGNATED PART 1, 33R9477; SUBJECT TO 871357 LONDON/WESTMINSTER

12. 2533430 Ontario Inc.

Municipal Description: Unavailable

Legal Description:

PIN 08207-0222 (LT)

PART LOT 57, EAST OF THE NORTH BRANCH OF TALBOT ROAD AS IN WU41565, SAVE & EXCEPT 87195, 88711, 101207 & PART 1 PLAN 33R20792 AND PARTS 1 AND 2 ON EXPROPRIATION PLAN ER1469124; S/T EASEMENT OVER PART 1 PLAN ER1463513 AS IN ER1463513. "DESCRIPTION IN WU41565 MAY NOT BE ACCEPTABLE IN THE FUTURE" WESTMINSTER; CITY OF LONDON

13. Greenvalley Estates Inc.

Municipal Description: 4423 Highbury Avenue South, London, Ontario

Legal Description:

PIN 08203-0074 (LT)

PART SOUTH 1/2 LOT 11 CONCESSION 3 BEING PARTS 1 AND 3 ON 33R-2805; EXCEPT 879942 SUBJECT TO ANY INTEREST IN 870207 LONDON/WESTMINSTER

**SCHEDULE “C”
RECEIVER’S CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

⚡ THIS IS TO CERTIFY that AlixPartners Restructuring, Inc. (f/k/a KSV Restructuring Inc.), the receiver and manager (the “**Receiver**”) of all of (i) the assets, undertakings and property of Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc., Fort Erie Hills Inc., Halton Park Inc. ~~and~~, Niagara Falls Park Inc., Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc. (collectively, the “**Nominee Respondents**”) and 2533430 Ontario Inc. acquired for, or used in relation to a business carried on by the Nominee Respondents (or any one of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the real property legally described in Schedule “A” to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated ~~October 23~~ June 15, 2025 2026 (the “**Order**”) made in an application having Court File Number CV-25-00736577-00CL, all claims, entitlements, choses in action, legal, beneficial, equitable, vendor-take-back or other mortgage or other interests (including those in relation to the real property municipally and legally described in Schedule “B” to the Order, and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the “**Nominee Property**”), and (ii) the Segregated Funds and all of the assets, undertakings and property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., Fort Erie Hills Capital Management Inc., TSI-HP International Canada Inc. ~~and~~, TSI International-Grandtag A2A Niagara IV Inc., Greenvalley Estates Canada Inc., TSI International-Grandtag A2A GE II Inc., and TGP – Lyons

Creek Niagara Falls Park Inc. used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property, the “**Property**”), has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.⁺¹

~~2.~~ The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded **[daily][monthly not in advance on the _____ day of each month]** after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by

¹ Capitalized terms used in this certificate and not otherwise defined herein have the meaning ascribed to them in the Order, the Affidavit of Akiko Kobayashi sworn February 27, 2025, the Affidavit of Kwang-Cheng (Tony) Wei affirmed on August 1, 2025, or the First Report of Gowling WLG (Canada) LLP, in its capacity as court-appointed representative counsel, dated June 5, 2026, as applicable.

the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

~~[†]Capitalized terms used in this certificate and not otherwise defined herein have the meaning ascribed to them in the Order or the Affidavit of Akiko Kobayashi sworn February 27, 2025, as applicable.~~

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

DATED the _____ day of _____, 202__.

AlixPartners Restructuring, Inc. (f/k/a KSV Restructuring Inc.), solely in its capacity as Receiver of the Property, and not in its personal, corporate or any other capacity

Per:

Name:

Title:

~~KSV Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal, corporate or any other capacity~~

Per:

Name:

Title:

MIZUE FUKIAGE et al
Applicants

—and—

Court File No.: CV-25-00736577-00CL
CLEARVIEW GARDEN ESTATES INC. et al
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST) Court File No.:
CV-25-00736577-00CL

MIZUE FUKIAGE et al
Applicants

- and -

CLEARVIEW GARDEN ESTATES INC. et al
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDINGS COMMENCED AT TORONTO

**~~DRAFT~~SECOND AMENDED AND RESTATED
ORDER
(Appointing Receiver)**

Gowling WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5 **~~Clifton P. Prophet (LSO# 34845K)~~**
~~Tel: 416-8623509~~

~~Email: clifton.prophet@gowlingwlg.com~~

Asim Iqbal (LSO# 61884B)

Tel: 416 862 4693

Email: asim.iqbal@gowlingwlg.com

Patryk Sawicki (LSO# 88028I)

Tel: 416-369-7246

Email: patryk.sawicki@gowlingwlg.com

Gowling WLG (Canada) LLP, in its capacity as Court-appointed
Representative Counsel

~~Lawyers for Kwang Cheng (Tony) Wei, in his personal~~

capacity and as agent for other Taiwanese Investors

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 2026-06-05 12:01:48 PM	
Style name: Firm Standard	
Intelligent Table Comparison: Active	
Original filename: C:\Users\sawickip\Downloads\CV-25-00736577-00CL - Amended and Restated Receivership Order - Moving Party - Taiwanese Investors - 23-OCT-2025 (2) (1).pdf	
Modified DMS: iw://gowlingwlg-ca.cloudmanage.com/active_ca/94484564/5 - Second ARRO (DRAFT).docx	
Changes:	
<u>Add</u>	142
Delete	136
Move From	4
<u>Move To</u>	4
<u>Table Insert</u>	4
Table Delete	1
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	291

TAB 7

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

THE HONOURABLE	)	MONDAY, THE 15 TH
	)	
JUSTICE STEELE	)	DAY OF JUNE, 2026

B E T W E E N:

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD., TORU FUKIAGE, and KWANG-CHENG (TONY) WEI, IN HIS PERSONAL CAPACITY AS A TAIWANESE INVESTOR AND IN HIS CAPACITY AS AGENT FOR THE OTHER TAIWANESE INVESTORS

Applicants

- and -

CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC., FORT ERIE HILLS CAPITAL MANAGEMENT INC., HALTON PARK INC., NIAGARA FALLS PARK INC., TSI-HP INTERNATIONAL CANADA INC., TSI INTERNATIONAL-GRANDTAG A2A NIAGARA IV INC., GREENVALLEY ESTATES INC., GREENVALLEY ESTATES II INC., LYONS CREEK NIAGARA FALLS PARK INC., GREENVALLEY ESTATES CANADA INC., TSI INTERNATIONAL-GRANDTAG A2A GE II INC., and TGP – LYONS CREEK NIAGARA FALLS PARK INC.

Respondents

**AMENDED AND RESTATED
REPRESENTATIVE COUNSEL APPOINTMENT ORDER**

THIS MOTION made by Gowling WLG (Canada) LLP, in its capacity as representative counsel pursuant to the Representative Counsel Appointment Order of this Court dated October 23, 2025 (the “**Representative Counsel Order**”), for an Order amending the Representative Counsel Order in order to, among other things, expand its appointment to act as representative counsel of all Investors (as defined below), other than the Opt-Out Investors (as defined below) pursuant to Rule 10.01(1) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record dated June 5, 2026, including the First Report of Gowling WLG (Canada) LLP, in its capacity as Court-appointed Representative Counsel, dated June 5, 2026, and the appendices thereto, including the Affidavit of Yuta Suzuki, affirmed May 28, 2026 and the exhibits thereto, and the Affidavit of Kunihiro Ishii, affirmed May 27, 2026 and the exhibits thereto, the Sixth Report of the Receiver (as defined below) and the appendices thereto, as well as the Motion Record dated August 27, 2025, including the Affidavit of Kwang-Cheng (Tony) Wei, affirmed August 1, 2025 and the exhibits thereto (the “**Wei Affidavit**”), the Affidavit of Patryk Sawicki, affirmed August 27, 2025 and the exhibits thereto, and on hearing the submissions of Gowling WLG (Canada) LLP, in its capacity as representative counsel pursuant to the Representative Counsel Order, counsel for the Receiver, and such other parties listed on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service sworn and filed, and lawyer’s certificate of service,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is validated and further service thereof is hereby dispensed with.
2. **THIS COURT ORDERS** that the following terms shall be given the following meanings, and, unless otherwise stated, undefined capitalized terms used in this Order are given the meanings ascribed to such terms in the Wei Affidavit. Words importing the singular shall include the plural and vice versa:
 - (a) **“Second ARRO”** means the Second Amended and Restated Order (Appointing Receiver) dated June 15, 2026, granted by the Court in these proceedings;
 - (b) **“Claims”** means all claims, choses in action, entitlements, debts, actions, suits, damages of an Investor against any Respondent in connection with the Property or the Land Banking Program;
 - (c) **“Claims Process”** means any claims process established by the Receiver in these proceedings in respect of the Claims;
 - (d) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
 - (e) **“Investor”** means an individual, person or entity which: (i) invested as a beneficial owner in real estate development projects through the Land Banking Program; and (ii) has a Claim in respect of the Property;

- (f) **“Kobayashi Group”** has the meaning ascribed to such term in the Second ARRO;
- (g) **“Land Banking Program”** means that certain investment program administered and managed by the Respondents and / or their affiliates pursuant to which investors acquired fractional, beneficial, undivided interests in one or more of the real properties;
- (h) **“Opt-Out Investor”** means: (i) any Investor in Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc., Greenvalley Estates Canada Inc., TSI International–Grandtag A2A GE II Inc., and / or TGP – Lyons Creek Niagara Falls Park Inc. who opts out of representation by Representative Counsel under paragraph 8 of this Order; (ii) any Investor who opted out of representation by Representative Counsel under paragraph 8 of the Representative Counsel Order; and (iii) the Kobayashi Group;
- (i) **“Property”** has the meaning ascribed to such term in the Second ARRO;
- (j) **“Receiver”** means AlixPartners Restructuring, Inc. (f/k/a KSV Restructuring Inc.), in its capacity as receiver and manager in these proceedings; and
- (k) **“Respondents”** means the respondents in these proceedings, including any additional parties that may be added as respondents by Order of the Court from time to time.

APPOINTMENT OF REPRESENTATIVE COUNSEL

3. **THIS COURT ORDERS** that, subject to paragraph 8 of this Order, Gowling WLG (Canada) LLP is appointed as representative counsel of all Investors in respect of their Claims in this proceeding (in such capacity, “**Representative Counsel**”), other than the Opt-Out Investors.

MANDATE OF REPRESENTATIVE COUNSEL

4. **THIS COURT ORDERS** that Representative Counsel is authorized (but not obligated) to take all steps and to perform all acts necessary or desirable to carry out the terms of this Order, including, without limitation:
- (a) taking any steps necessary or desirable to locate, identify, and notify Investors of these proceedings (the “**Investor Identification Process**”);
 - (b) consulting with the Receiver on steps or actions the Receiver intends to take in these proceedings for the purpose of protecting Investors’ interests or otherwise discharging the Receiver’s mandate;
 - (c) reviewing, and advising Investors on, steps taken by the Receiver in these proceedings and the status of the Claims Process, as applicable;
 - (d) assisting Investors in connection with their Claims within the Claims Process, if applicable;
 - (e) keeping the Receiver apprised of the status of the Investor Identification Process including identifying any other real property related to the Land Banking Program;

- (f) establishing a website to provide general information about these proceedings with such information, features and updates (if any) as Representative Counsel considers appropriate or advisable;
- (g) filing such materials, including Representative Counsel reports, as Representative Counsel may deem appropriate or advisable, and advancing submissions in these proceedings;
- (h) negotiating, as may be appropriate or advisable, any resolution to any motion brought in these proceedings;
- (i) bringing any motion as may be required to advance the interests of Investors, and any motion to further expand the scope of the Receiver's mandate in connection with the Land Banking Program, including for the purpose of permitting additional persons to be recognized as "Investors" under this Order; and
- (j) performing such other actions as may be necessary or advisable to protect Investor interests or otherwise to fulfill the mandate of Representative Counsel.

5. **THIS COURT ORDERS** that other than as set out in this Order or by further Order of the Court, the scope of Representative Counsel's mandate shall not include the commencement of a claim, action or proceeding against another individual, person or entity.

6. **THIS COURT ORDERS** that the Representative Counsel shall be entitled to apply to this Court for advice and direction in the discharge or variation of its powers and duties set out in this Order.

7. **THIS COURT ORDERS** that, subject to confidentiality arrangements acceptable to the Receiver, and only to the extent available and in its possession, the Receiver is authorized to disclose and shall provide to Representative Counsel, without charge, the following information, documents and data (the “**Information**”) in machine-readable format as soon as possible after the granting of this Order, for the purposes of enabling Representative Counsel to carry out its mandate in accordance with this Order:

- (a) the names, last known addresses, and last known telephone numbers and e-mail addresses (if any) of the Investors;
- (b) upon request of Representative Counsel, such documents and data as Representative Counsel deems necessary or desirable in order to carry out its mandate,

and that, in doing so, the Receiver is not required to obtain express consent from such Investors authorizing disclosure of the Information to Representative Counsel and, further, in accordance with section 7(3) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, if applicable, this Order shall be sufficient to authorize the disclosure of the Information, without the knowledge or consent of the individual Investors. Representative Counsel shall maintain and protect the privacy of

such information and limit the use of such Information to the performance of its mandate.

OPT-OUT INVESTORS

8. **THIS COURT ORDERS** that any Investor in Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc., Greenvalley Estates Canada Inc., TSI International–Grandtag A2A GE II Inc., and / or TGP – Lyons Creek Niagara Falls Park Inc. (other than the Kobayashi Group) who does not wish to be represented by the Representative Counsel shall, by no later than 4:00 pm (Toronto time) on July 31, 2026, deliver to Representative Counsel and the Receiver a completed “Opt-Out Notice” (appended to the “Notice of Investors”, a form of which is attached hereto as Schedule “A”) in accordance with the instructions contained therein, or otherwise with the written consent of Representative Counsel or further Order of the Court. Each Opt-Out Investor shall not be or shall cease being, as applicable, an “Investor” as defined herein, shall be responsible for representing themselves, personally or through counsel, as an independent individual party to the extent they wish to appear in these proceedings, and shall not be bound by the applicable provisions of this Order.

REPRESENTATIVE COUNSEL FEES, CHARGE AND ACCOUNTS

9. **THIS COURT ORDERS** that, subject to paragraph 10 of this Order, Representative Counsel shall be entitled to the benefit of a charge attaching to the Property of the Respondents as security for its professional fees at its standard rates and charges, up to an aggregate maximum amount of \$450,000, exclusive of HST and disbursements,

including for professional fees incurred prior to the date of the Representative Counsel Order up to a maximum of \$50,000 (plus taxes and disbursements) (the “**Representative Counsel Charge**”). The Representative Counsel Charge may be increased by further Order of the Court. For greater certainty, and notwithstanding anything else contained herein: (i) the Representative Counsel Charge shall only attach to the Property of the Respondents in relation to the *pro rata* interest of the Investors (and not the Opt-Out Investors) therein; and (ii) payment of amounts to Representative Counsel from the Property of the Respondents or the net proceeds thereof shall only be made from the *pro rata* portion of the Respondents’ Property or the net proceeds to which the Investors (and not the Opt-Out Investors) have an interest. The *pro rata* interests of the Investors (and not the Opt-Out Investors) in the Property or the net proceeds thereof as described in this paragraph shall be defined as the “**Represented Investors’ Interest**”.

10. **THIS COURT ORDERS** that the Representative Counsel Charge shall form a *third* ranking charge on the Represented Investors’ Interest in the Property or the net proceeds thereof ranking subordinate to the Receiver’s Charge and the Receiver’s Borrowings Charge (each as defined in the Second ARRO) but in priority to all other security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any individual, person, or entity, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3. For the avoidance of doubt, the Representative Counsel Charge shall apply only to the extent of the Represented Investors’ Interests.

11. **THIS COURT ORDERS** that the Representative Counsel shall pass its accounts from time to time, and for this purpose the accounts of the Representative Counsel are referred to a judge of the Court, subject to such redactions to the invoices as are necessary to maintain privilege. Representative Counsel shall be entitled to receive payment of its reasonable and documented fees by making a request to the Receiver, which amounts will be paid from the monetization of the Respondents' Property (but only in respect of the Represented Investors' Interest in such Property or the net proceeds thereof and not that of the Opt-Out Investors), as and when such net proceeds become available; provided further that Representative Counsel shall have given the Receiver an accounting of any such fees and disbursements incurred prior to their appointment, and all subject to the terms of the Representative Counsel Charge. In the event of any disagreement regarding such fees and disbursements, such disagreement may be remitted to this Court for determination.

REPRESENTATIVE COUNSEL PROTECTIONS

12. **THIS COURT ORDERS** that Representative Counsel shall have no personal liability as a result of the performance of its duties in carrying out the provisions of this Order, or any subsequent Order in these proceedings, save and except for liability arising out of gross negligence or willful misconduct.
13. **THIS COURT ORDERS** that no proceeding may be commenced against Representative Counsel in respect of the performance of duties under this Order

without leave of this Court, and on at least seven (7) days' notice to Representative Counsel.

14. **THIS COURT ORDERS** that neither the appointment of Representative Counsel nor any actions or steps taken by Representative Counsel shall be deemed to constitute Representative Counsel or any Investor as having taken or maintained any control or possession of or over any of the Property or having assumed management or control of any of the Respondents or the Property.

GENERAL

15. **THIS COURT ORDERS** that as soon as practicable with the date of this Order, the Receiver shall send notice of this Order: (i) to all known Investors by way of email (to the extent that the Receiver has such email); and (ii) in the case of Investors in Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc., Greenvalley Estates Canada Inc., TSI International–Grandtag A2A GE II Inc., and / or TGP – Lyons Creek Niagara Falls Park Inc., to all such Investors known to the Receiver also by way of regular mail. A copy of this Order shall be posted on the case website maintained by the Receiver in respect of these proceedings.
16. **THIS COURT ORDERS** that the Receiver, its counsel, and Representative Counsel may serve or distribute this Order and any related materials, including, without limitation, the notice of the appointment of Representative Counsel set out at Schedule “A” hereto, by forwarding true copies thereof by email or regular mail to the Investors, creditors or other interested parties and their advisors (if any). For greater certainty,

any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and the notice requirements within the meaning of subclause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

17. **THIS COURT ORDERS** that the Receiver shall have no personal liability as a result of the performance of their duties in carrying out the provisions of this Order, save and except for liability arising out of gross negligence or willful misconduct.
18. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, including those having jurisdiction in Canada, Taiwan, China, Japan, Singapore, or in the United States, to give effect to this Order and to assist Representative Counsel and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver or Representative Counsel, as officers of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver or Representative Counsel in any foreign proceeding, or to assist the Receiver or Representative Counsel and their respective agents in carrying out the terms of this Order.
19. **THIS COURT ORDERS** that Representative Counsel shall be at liberty and is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for advice and directions in the discharge or variation of its powers and duties hereunder.

20. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order, and this Order is enforceable without the need for entry and filing.
-

SCHEDULE “A”

Court File No.: CV-25-00736577-00CL

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

AND IN THE MATTER OF THE RECEIVERSHIP OF CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC., FORT ERIE HILLS CAPITAL MANAGEMENT INC., HALTON PARK INC., NIAGARA FALLS PARK INC., TSI-HP INTERNATIONAL CANADA INC., TSI INTERNATIONAL-GRANDTAG A2A NIAGARA IV INC., GREENVALLEY ESTATES INC., GREENVALLEY ESTATES II INC., LYONS CREEK NIAGARA FALLS PARK INC., GREENVALLEY ESTATES CANADA INC., TSI INTERNATIONAL-GRANDTAG A2A GE II INC., and TGP – LYONS CREEK NIAGARA FALLS PARK INC.,

(collectively, the “Respondents”)

NOTICE TO INVESTORS

Unless indicated otherwise, capitalized but undefined terms are defined in the Second Amended and Restated Order (Appointing Receiver) dated June 15, 2026 (the “**Second ARRO**”) or the Amended and Restated Representative Counsel Appointment Order dated June 15, 2026 (the “**ARRCAO**”), as applicable, each as granted by the Ontario Superior Court of Justice (Commercial List), located in Toronto, Ontario, Canada (the “**Court**”) in the above proceedings (the “**Receivership Proceedings**”). A copy of the ARRCAO is attached hereto as Appendix “**B**”. A copy of the Second ARRO is attached hereto as Appendix “**C**”.

Following: (i) an application brought by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage heard on March 6, 2025; (ii) a motion brought by Kwang-Cheng (Tony) Wei, in his personal capacity as a Taiwanese Investor and as agent for the other Taiwanese Investors, heard on October 23, 2025; and (iii) a motion brought by Gowling WLG (Canada) LLP, in its capacity as representative counsel pursuant to the Representative Counsel Appointment Order dated October 23, 2025, heard on June 15, 2026, AlixPartners Restructuring, Inc. (f/k/a KSV Restructuring Inc.) was appointed as receiver and manager, without security, over the Property of the Respondents (in such capacity, the “**Receiver**”), pursuant to the Second ARRO. The Receiver’s website in connection with the Receivership Proceedings may be accessed at the following URL: <https://www.ksvadvisory.com/experience/case/clearviewgarden>.

The Property includes the real properties, or claims in respect of the real properties, owned or previously owned by: 2533430 Ontario Inc.; Clearview Garden Estates Inc.; Fort Erie Hills Inc.; Halton Park Inc.; London Valley Inc.; London Valley II Inc.; London Valley IV Inc.; London Valley V Inc.; Niagara Estates of Chippawa II Inc.; Niagara Falls Park Inc.; Talbot Crossing Inc.; Greenvalley Estates Inc.; Greenvalley Estates II Inc.; and Lyons Creek Niagara Falls Park Inc.

TAKE NOTICE THAT, pursuant to the ARRCOA, Gowling WLG (Canada) LLP was appointed as Representative Counsel to act on behalf of all individuals, persons or entities that: (i) invested as beneficial owners in real estate development projects through the Land Banking Program; and (ii) which have Claims in respect of the Property (the “**Investors**”, and each, an “**Investor**”).

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE AN INVESTOR in one or more of the real estate development projects associated with the Property.

IF YOU DO NOT WISH TO BE REPRESENTED in the Receivership Proceedings by Representative Counsel, you must, no later than 4:00 p.m. (Toronto time) on July 31, 2026, deliver written notice to both the Receiver and Representative Counsel by submitting a completed “**Opt-Out Notice**” attached hereto as Appendix “A” in accordance with paragraph 8 of the ARRCOA, to the contact information provided below:

To Counsel for the Receiver:

AIRD & BERLIS LLP
Counsel for the Receiver
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Attention: ontariolandbankingreceivership@airdberlis.com

To Representative Counsel:

GOWLING WLG (CANADA) LLP
Representative Counsel
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, ON M5X 1G5

Attention: ontariolandbankingcounsel@gowlingwlg.com

Sincerely,

The Receiver and Representative Counsel

APPENDIX “A”
OPT-OUT NOTICE

Court File No.: CV-25-00736577-00CL

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

**AND IN THE MATTER OF THE RECEIVERSHIP OF CLEARVIEW GARDEN
ESTATES INC. ET AL**

AIRD & BERLIS LLP
Counsel to the Receiver
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Attn:
ontariolandbankingreceivership@airdberlis.com

GOWLING WLG (CANADA) LLP
Representative Counsel
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, ON M5X 1G5

Attn:
ontariolandbankingcounsel@gowlingwlg.com

I am an “Investor” as defined in the Amended and Restated Representative Counsel Appointment Order of the Ontario Superior Court of Justice (Commercial List) dated June 15, 2026 (the “**Order**”) in the above matter (the “**Proceedings**”).

Pursuant to paragraph 8 of the Order, I hereby provide written notice that I do not wish to be bound by the Order and will be represented as an independent individual party at my own expense to the extent that I wish to participate in the Proceedings.

[Signature Page Follows]

If the Investor is an individual

Name:

Signature:

Date:

Address:

Email:

Phone
number:

If the Investor is a corporation

Corporation

Name:

Signature:

Name:

Title:

I/we have authority to bind the corporation

Date:

Address:

Email:

Phone
number:

APPENDIX “B”
Amended and Restated Representative Counsel Appointment Order

See attached.

APPENDIX “C”
Second Amended and Restated Receivership Order

See attached.

MIZUE FUKIAGE et al

- and -

CLEARVIEW GARDEN ESTATES INC. et al

Applicants

Respondents

	<i>ONTARIO</i> SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) PROCEEDINGS COMMENCED AT TORONTO
	AMENDED AND RESTATED REPRESENTATIVE COUNSEL APPOINTMENT ORDER
	Gowling WLG (CANADA) LLP Barristers & Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5 Asim Iqbal (LSO# 61884B) Tel: 416 862 4693 Email: asim.iqbal@gowlingwlg.com Patryk Sawicki (LSO# 88028I) Tel: 416-369-7246 Email: patryk.sawicki@gowlingwlg.com Gowling WLG (Canada) LLP, in its capacity as Court-appointed Representative Counsel

TAB 8

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

THE HONOURABLE	)	THURSDAY, THE 23RD
	)	
JUSTICE STEELE	)	DAY OF OCTOBER, 2025
<u>THE HONOURABLE</u>	)	<u>MONDAY, THE 15TH</u>
	)	
<u>JUSTICE STEELE</u>	)	<u>DAY OF JUNE, 2026</u>

B E T W E E N:

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD., TORU FUKIAGE, and KWANG-CHENG (TONY) WEI, IN HIS PERSONAL CAPACITY AS A TAIWANESE INVESTOR AND IN HIS CAPACITY AS AGENT FOR THE OTHER TAIWANESE INVESTORS

Applicants

- and -

CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC., FORT ERIE HILLS CAPITAL MANAGEMENT INC., HALTON PARK INC., NIAGARA FALLS PARK INC., TSI-HP INTERNATIONAL CANADA INC., ~~and TSI INTERNATIONAL-GRANDTAG~~ INTERNATIONAL-GRANDTAG A2A NIAGARA IV INC., GREENVALLEY ESTATES INC., GREENVALLEY ESTATES II INC., LYONS CREEK NIAGARA FALLS PARK INC., GREENVALLEY ESTATES CANADA INC., TSI INTERNATIONAL-GRANDTAG A2A GE II INC., and TGP – LYONS CREEK NIAGARA FALLS PARK INC.

Respondents

AMENDED AND RESTATED
REPRESENTATIVE COUNSEL APPOINTMENT ORDER

THIS MOTION made by ~~Kwang-Cheng (Tony) Wei, in his personal capacity as a Taiwanese Investor and in his capacity as agent for the other Taiwanese Investors, for an Order, among other things, appointing~~ Gowling WLG (Canada) LLP, in its capacity as representative counsel pursuant to the Representative Counsel Appointment Order of this Court dated October 23, 2025 (the “Representative Counsel Order”), for an Order amending the Representative Counsel Order in order to, among other things, expand its appointment to act as representative counsel of all Investors (as defined below), other than the Opt-Out Investors (as defined below) pursuant to Rule 10.01(1) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record dated June 5, 2026, including the First Report of Gowling WLG (Canada) LLP, in its capacity as Court-appointed Representative Counsel, dated June 5, 2026, and the appendices thereto, including the Affidavit of Yuta Suzuki, affirmed May 28, 2026 and the exhibits thereto, and the Affidavit of Kunihiro Ishii, affirmed May 27, 2026 and the exhibits thereto, the Sixth Report of the Receiver (as defined below) and the appendices thereto, as well as the Motion Record dated August 27, 2025, including the Affidavit of Kwang-Cheng (Tony) Wei, affirmed August 1, 2025 and the exhibits thereto (the “**Wei Affidavit**”), the Affidavit of Patryk Sawicki, affirmed August 27, 2025 and the exhibits thereto, and on hearing the submissions of Gowling WLG (Canada) LLP, in its capacity as representative counsel ~~for Mr. Wei~~pursuant to the Representative Counsel Order, counsel for the Receiver, and such other parties listed on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service sworn and filed, and lawyer’s certificate of service,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is validated and further service thereof is hereby dispensed with.
2. **THIS COURT ORDERS** that the following terms shall be given the following meanings, and, unless otherwise stated, undefined capitalized terms used in this Order are given the meanings ascribed to such terms in the Wei Affidavit. Words importing the singular shall include the plural and vice versa:

- (a) **“Second ARRO”** means the Second Amended and Restated ~~Receivership Order~~ means the ~~Amended and Restated Receivership Order~~ Order (Appointing Receiver) dated ~~October 23, 2025~~ June 15, 2026, granted by the Court in these proceedings;
- (b) **“Claims”** means all claims, choses in action, entitlements, debts, actions, suits, damages of ~~such~~ an Investor against any Respondent in connection with the Property or the Land Banking Program;
- (c) **“Claims Process”** means any claims process established by the Receiver in these proceedings in respect of the Claims ~~of the Investors~~;
- (d) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (e) **“Investor”** means ~~all individuals, persons or entities, each of~~ an individual, person or entity which: (i) invested as a beneficial owner in real estate development projects through the Land Banking Program; and (ii) has a Claim in respect of the Property;
- (f) **“Kobayashi Group”** has the meaning ascribed to such term in the ~~Amended and Restated Receivership Order~~ Second ARRO;
- (g) **“Land Banking Program”** means that certain investment program administered and managed by the Respondents and / or their affiliates pursuant to which ~~Investors~~ investors acquired fractional, beneficial, undivided interests in one or more of the real properties ~~comprising the~~

~~Property or the real property municipally and legally described in Schedule “B” to the Amended and Restated Receivership Order;~~

- (h) “**Opt-Out Investor**” means: (i) any Investor in Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc., Greenvalley Estates Canada Inc., TSI International–Grandtag A2A GE II Inc., and / or TGP – Lyons Creek Niagara Falls Park Inc. who opts out of representation by Representative Counsel under paragraph 8 of this Order ~~and~~; (ii) any Investor who opted out of representation by Representative Counsel under paragraph 8 of the Representative Counsel Order; and (iii) the Kobayashi Group;
- (i) “**Property**” has the meaning ascribed to such term in the ~~Amended and Restated Receivership Order~~Second ARRO;
- (j) “**Receiver**” means AlixPartners Restructuring, Inc. (f/k/a KSV Restructuring Inc.), in its capacity as receiver and manager in these proceedings; and
- (k) “**Respondents**” means the respondents in these proceedings, including any additional parties that may be added as respondents by Order of the Court from time to time.

APPOINTMENT OF REPRESENTATIVE COUNSEL

3. **THIS COURT ORDERS** that, subject to paragraph 8 of this Order, Gowling WLG (Canada) LLP is appointed as representative counsel of all Investors in respect of

their Claims in this proceeding (in such capacity, “**Representative Counsel**”), other than the Opt-Out Investors.

MANDATE OF REPRESENTATIVE COUNSEL

4. **THIS COURT ORDERS** that Representative Counsel is authorized (but not obligated) to take all steps and to perform all acts necessary or desirable to carry out the terms of this Order, including, without limitation:

- (a) taking any steps necessary or desirable to locate, identify, and notify Investors of these proceedings (the “**Investor Identification Process**”);
- (b) consulting with the Receiver on steps or actions the Receiver intends to take in these proceedings for the purpose of protecting Investors’ interests or otherwise discharging the Receiver’s mandate;
- (c) reviewing, and advising Investors on, steps taken by the Receiver in these proceedings and the status of the Claims Process, as applicable;
- (d) assisting Investors in connection with their Claims within the Claims Process, if applicable;
- (e) keeping the Receiver apprised of the status of the Investor Identification Process including identifying any other real property related to the Land Banking Program ~~subject to Claims of the Investors and taking such steps as may be necessary to protect Investor interests;~~

- (f) establishing a website to provide general information about these proceedings with such information, features and updates (if any) as Representative Counsel considers appropriate or advisable;
- (g) filing ~~and preparing~~such materials, including Representative Counsel reports, as Representative Counsel may deem appropriate or advisable, and advancing submissions in ~~motions brought in~~ these proceedings;
- (h) negotiating, as may be appropriate or advisable, any resolution to any motion brought in these proceedings;
- (i) bringing any motion as may be required to advance the interests of Investors, ~~including~~and any motion to further expand the scope of the Receiver's mandate in connection with the Land Banking Program, including for the purpose of permitting additional persons to be recognized as "Investors" under this Order; and
- (j) performing such other actions as may be necessary or ~~desirable~~advisable to protect Investor interests or otherwise to fulfill the mandate of Representative Counsel.

5. **THIS COURT ORDERS** that other than as set out in this Order or by further Order of the Court, the scope of Representative Counsel's mandate shall not include the

commencement of a claim, action or proceeding against another individual, person or entity.

6. **THIS COURT ORDERS** that the Representative Counsel shall be entitled to apply to this Court for advice and direction in the discharge or variation of its powers and duties set out in this Order.

7. **THIS COURT ORDERS** that, subject to confidentiality arrangements acceptable to the Receiver, and only to the extent available and in its possession, the Receiver is authorized to disclose and shall provide to Representative Counsel, without charge, the following information, documents and data (the “**Information**”) in ~~machine-readable~~machine-readable format as soon as possible after the granting of this Order, for the purposes of enabling Representative Counsel to carry out its mandate in accordance with this Order:

- (a) the names, last known addresses, and last known telephone numbers and ~~e-mail~~e-mail addresses (if any) of the Investors;
- (b) upon request of Representative Counsel, such documents and data as Representative Counsel deems necessary or desirable in order to carry out its mandate,

and that, in doing so, the Receiver is not required to obtain express consent from such Investors authorizing disclosure of the Information to Representative Counsel and, further, in accordance with section 7(3) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, if applicable, this Order shall be sufficient to authorize the disclosure of the Information, without the knowledge or

consent of the individual Investors. Representative Counsel shall maintain and protect the privacy of such information and limit the use of such Information to the performance of its mandate.

OPT-OUT INVESTORS

8. **THIS COURT ORDERS** that any Investor in Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc., Greenvalley Estates Canada Inc., TSI International–Grandtag A2A GE II Inc., and / or TGP – Lyons Creek Niagara Falls Park Inc. (other than the Kobayashi Group) who does not wish to be represented by the Representative Counsel shall, by no later than 4:00 pm (Toronto time) on ~~the first business day that is 45 days after the granting of this Order~~ July 31, 2026, deliver to Representative Counsel and the Receiver a completed “Opt-Out Notice” (appended to the “Notice of Investors”, a form of which is attached hereto as Schedule “A”) in accordance with the instructions contained therein, or otherwise with the written consent of Representative Counsel or further Order of the Court. Each ~~Opt-Out~~ Opt-Out Investor shall not be or shall cease being, as applicable, an “Investor” as defined herein, shall be responsible for representing themselves, personally or through

counsel, as an independent individual party to the extent they wish to appear in these proceedings, and shall not be bound by the applicable provisions of this Order.

REPRESENTATIVE COUNSEL FEES, CHARGE AND ACCOUNTS

9. **THIS COURT ORDERS** that, subject to paragraph 10 of this Order, Representative Counsel shall be entitled to the benefit of a charge attaching to the Property of the Respondents as security for its professional fees at its standard rates and charges, up to an aggregate maximum amount of \$~~250,000~~450,000, exclusive of HST and disbursements, including for professional fees incurred prior to the date of ~~this~~the Representative Counsel Order up to a maximum of \$50,000 (plus taxes and disbursements) (the “**Representative Counsel Charge**”). The Representative Counsel Charge may be increased by further Order of the Court. For greater certainty, and notwithstanding anything else contained herein: (i) the Representative Counsel Charge shall only attach to the Property of the Respondents in relation to the *pro rata* interest of the Investors (and not the Opt-Out Investors) therein; and (ii) payment of amounts to Representative Counsel from the Property of the Respondents or the net proceeds thereof shall only be made from the *pro rata* portion of the Respondents’ Property or the net proceeds to which the Investors (and not the Opt-Out Investors) have an interest. The *pro rata* interests of the Investors (and not the Opt-Out Investors) in the Property or the net proceeds thereof as described in this paragraph shall be defined as the “**Represented Investors’ Interest**”.
10. **THIS COURT ORDERS** that the Representative Counsel Charge shall form a *third* ranking charge on the Represented Investors’ Interest in the Property or the net

proceeds thereof ranking subordinate to the Receiver's Charge and the Receiver's Borrowings Charge (each as defined in the ~~Amended and Restated Receivership Order~~Second ARRO) but in priority to all other security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any individual, person, or entity, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3. For the avoidance of doubt, the Representative Counsel Charge shall apply only to the extent of the Represented Investors' Interests.

11. **THIS COURT ORDERS** that the Representative Counsel shall pass its accounts from time to time, and for this purpose the accounts of the Representative Counsel are referred to a judge of the Court, subject to such redactions to the invoices as are necessary to maintain privilege. Representative Counsel shall be entitled to receive payment of its reasonable and documented fees by making a request to the Receiver, which amounts will be paid from the monetization of the Respondents' Property (but only in respect of the Represented Investors' Interest in such Property or the net proceeds thereof and not that of the Opt-Out Investors), as and when such net proceeds become available; provided further that Representative Counsel shall have given the Receiver an accounting of any such fees and disbursements incurred prior to their appointment, and all subject to the terms of the Representative Counsel Charge. In the event of any disagreement regarding such fees and disbursements, such disagreement may be remitted to this Court for determination.

REPRESENTATIVE COUNSEL PROTECTIONS

12. **THIS COURT ORDERS** that ~~the Representative Investors and~~ Representative Counsel shall have no personal liability as a result of the performance of ~~their~~its duties in carrying out the provisions of this Order, or any subsequent Order in these proceedings, save and except for liability arising out of gross negligence or willful misconduct.
13. **THIS COURT ORDERS** that no proceeding may be commenced against Representative Counsel in respect of the performance of duties under this Order without leave of this Court, and on at least seven (7) days' notice to Representative Counsel.
14. **THIS COURT ORDERS** that neither the appointment of Representative Counsel ~~or~~ ~~Representative Investors~~ nor any actions or steps taken by Representative Counsel ~~or~~ ~~Representative Investors~~ shall be deemed to constitute Representative Counsel or any Investor as having taken or maintained any control or possession of or over any of the Property or having assumed management or control of any of the Respondents or the Property.

GENERAL

15. **THIS COURT ORDERS** that ~~within five (5) business days of~~ as soon as practicable with the date of this Order, the Receiver shall send ~~a copy~~notice of this Order: (i) to all known Investors by way of email (to the extent that the

Receiver has such email)~~and / or~~; and (ii) in the case of Investors in Greenvalley Estates Inc., Greenvalley Estates II Inc., Lyons Creek Niagara Falls Park Inc., Greenvalley Estates Canada Inc., TSI International–Grandtag A2A GE II Inc., and / or TGP – Lyons Creek Niagara Falls Park Inc., to all such Investors known to the Receiver also by way of regular mail,~~and a.~~ A copy of

this Order shall be posted on the case website maintained by the Receiver in respect of these proceedings.

16. **THIS COURT ORDERS** that the Receiver, its counsel, and Representative Counsel may serve or distribute this Order and any related materials, including, without limitation, the notice of the appointment of Representative Counsel set out at Schedule “A” hereto, by forwarding true copies thereof by email or regular mail to the Investors, creditors or other interested parties and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and the notice requirements within the meaning of subclause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).
17. **THIS COURT ORDERS** that the Receiver shall have no personal liability as a result of the performance of their duties in carrying out the provisions of this Order, save and except for liability arising out of gross negligence or willful misconduct.
18. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal,

regulatory or administrative body, including those having jurisdiction in Canada, Taiwan, China, Japan, Singapore, or in the United States, to give effect to this Order and to assist Representative Counsel and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver or Representative Counsel, as officers of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver or Representative Counsel in any foreign proceeding, or to assist the Receiver or Representative Counsel and their respective agents in carrying out the terms of this Order.

19. **THIS COURT ORDERS** that Representative Counsel shall be at liberty and ~~are~~is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for advice and directions in the discharge or variation of ~~their~~its powers and duties hereunder.
20. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of ~~12:01 a.m.~~12:01 a.m. (Toronto time) on the date of this Order, and this Order is enforceable without the need for entry and filing.

Jana

Digitally signed
by Jana Steele
Date: 2025.10.23

SCHEDULE “A”

Court File No.: CV-25-00736577-00CL

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

AND IN THE MATTER OF THE RECEIVERSHIP OF CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC., FORT ERIE HILLS CAPITAL MANAGEMENT INC., HALTON PARK INC., NIAGARA FALLS PARK INC., TSI-HP INTERNATIONAL CANADA INC., ~~and TSI INTERNATIONAL-GRANDTAG INTERNATIONAL-GRANDTAG~~ A2A NIAGARA IV INC., GREENVALLEY ESTATES INC., GREENVALLEY ESTATES II INC., LYONS CREEK NIAGARA FALLS PARK INC., GREENVALLEY ESTATES CANADA INC., TSI INTERNATIONAL-GRANDTAG A2A GE II INC., and TGP – LYONS CREEK NIAGARA FALLS PARK INC.,

(collectively, the “Respondents”)

NOTICE TO INVESTORS

~~Capitalized~~ Unless indicated otherwise, capitalized but undefined terms are defined in the Second Amended and Restated ~~Receivership~~ Order (Appointing Receiver) dated ~~October 23, 2025~~ June 15, 2026 (the “~~Amended and Restated Receivership Order~~ Second ARRO”) or the Amended and Restated Representative Counsel Appointment Order dated ~~October 23, 2025~~ June 15, 2026 (the “~~Representative Counsel Order~~ ARRCAO”), as applicable, each as granted by the Ontario Superior Court of Justice (Commercial List), located in Toronto, Ontario, Canada (the “Court”) in the above proceedings (the “**Receivership Proceedings**”). A copy of the ~~Representative Counsel Order~~ ARRCAO is attached hereto as Appendix “B”. A copy of the ~~Amended and Restated Receivership Order~~ Second ARRO is attached hereto as Appendix “C”.

Following: (i) an application brought by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage heard on March 6, 2025, ~~and~~; (ii) a motion brought by Kwang-Cheng (Tony) Wei, in his personal capacity as a Taiwanese Investor and as agent for the other Taiwanese Investors, heard on October 23, 2025; ~~and~~ (iii) a motion brought by Gowling WLG (Canada) LLP, in its capacity as representative counsel pursuant to the Representative Counsel Appointment Order dated October 23, 2025, heard on June 15, 2026, AlixPartners Restructuring, Inc. (f/k/a KSV Restructuring Inc.) was appointed as receiver and manager, without security, over the Property of the Respondents (in such capacity, the “Receiver”), pursuant to the ~~Amended and Restated Receivership Order~~ Second ARRO. The Receiver’s website in connection with the Receivership

Proceedings may be accessed at the following URL:
~~<https://www.ksvadvisory.com/experience/case/clearviewgarden>~~
<https://www.ksvadvisory.com/experience/case/clearviewgarden>.

The Property includes the real properties, or claims in respect of the real properties, owned or previously owned by: 2533430 Ontario Inc.; Clearview Garden Estates Inc.; Fort Erie Hills Inc.; Halton Park Inc.; London Valley Inc.; London Valley II Inc.; London Valley IV Inc.;

~~London Valley V Inc.;~~ London Valley V Inc.; ~~Niagara Estates of Chippawa II Inc.;~~ Niagara Estates of Chippawa II Inc.; ~~Niagara Falls Park Inc.;~~ Niagara Falls Park Inc.; ~~and Talbot Crossing Inc.;~~ Talbot Crossing Inc.; ~~Greenvalley Estates Inc.;~~ Greenvalley Estates Inc.; ~~Greenvalley Estates II Inc.;~~ Greenvalley Estates II Inc.; ~~and Lyons Creek Niagara Falls Park Inc.~~

TAKE NOTICE THAT, pursuant to the ~~Representative Counsel Order~~ ARRCAO, Gowling WLG (Canada) LLP was appointed as Representative Counsel to act on behalf of all individuals, persons or entities that: (i) invested as beneficial owners in real estate development projects through the Land Banking Program; and (ii) which have Claims in respect of the Property (the “**Investors**”, and each, an “**Investor**”).

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE AN INVESTOR in one or more of the real estate development projects associated with the Property.

IF YOU DO NOT WISH TO BE REPRESENTED in the Receivership Proceedings by Representative Counsel, you must, no later than 4:00 p.m. (Toronto time) on ~~December 8~~ July 31, 2025 ~~2026~~, deliver written notice to both the Receiver and Representative Counsel by submitting a completed “**Opt-Out Notice**” attached hereto as Appendix “**A**” in accordance with paragraph 8 of the ~~Representative Counsel Order~~ ARRCAO, to the contact information provided below:

To Counsel for the Receiver:

AIRD & BERLIS LLP
Counsel for the Receiver
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Attention: ~~Mark van Zandvoort, email: mvanzandvoort@airdberlis.com~~
~~Calvin Horsten, email: chorsten@airdberlis.com~~ ontariolandbankingreceivership@airdberlis.com

To Representative Counsel:

GOWLING WLG (CANADA) LLP

Representative Counsel

1 First Canadian Place

100 King Street West, Suite 1600

Toronto, ON M5X 1G5

Attention: ~~Asim~~ ~~Iqbal,~~ ~~email:-~~
~~asim.iqbal@gowlingwlg.com~~ ontariolandbankingcounsel@gowlingwlg.com
~~Patryk Sawicki, email:-~~
~~patryk.sawicki@gowlingwlg.com~~ ~~Carol Liu, email:-~~
~~carol.liu@gowlingwlg.com~~

Sincerely,

The Receiver and Representative Counsel

APPENDIX “A”
OPT-OUT NOTICE

Court File No.: CV-25-00736577-00CL

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

AND IN THE MATTER OF THE RECEIVERSHIP OF CLEARVIEW GARDEN ESTATES INC. ET AL

AIRD & BERLIS LLP
Counsel to the Receiver
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Attn:
ontariolandbankingreceivership@airdberlis.com

GOWLING WLG (CANADA) LLP
Representative Counsel
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, ON M5X 1G5

Attn:
ontariolandbankingcounsel@gowlingwlg.com

~~AIRD & BERLIS LLP~~
~~Counsel to the Receiver Brookfield-~~
~~Place~~
~~181 Bay Street, Suite 1800 Toronto,~~
~~ON M5J 2T9~~
~~Attn: Mark van Zandvoort-~~
~~mvanzandvoort@airdberlis.com~~

~~Calvin Horsten-~~
~~chorsten@airdberlis.com~~

~~GOWLING WLG (CANADA) LLP~~
~~Representative-~~
~~Counsel 1 First-~~
~~Canadian Place~~
~~100 King Street West, Suite 1600-~~
~~Toronto, ON M5X 1G5~~
~~Attn: Asim Iqbal~~
~~asim.iqbal@gowlingwlg.com~~
~~m Patryk Sawicki-~~
~~patryk.sawicki@gowlingwlg.com~~
~~Carol Liu-~~
~~carol.liu@gowlingwlg.com~~

I am an “Investor” as defined in the [Amended and Restated](#) Representative Counsel Appointment Order of the Ontario Superior Court of Justice (Commercial List) dated ~~October 23~~ [June 15, 2025](#) [2026](#) (the “**Order**”) in the above matter (the “**Proceedings**”).

Pursuant to paragraph 8 of the Order, I hereby provide written notice that I do not wish to be bound by the Order and will be represented as an independent individual party at my own expense to the extent that I wish to participate in the Proceedings.

[Signature Page Follows]

If the Investor is an individual

Name:

Signature:

Date:

Address:

Email:

Phone
number:

If the Investor is a corporation

Corporation
Name:

Signature:

Name:

Title:

I/we have authority to bind the
corporation

Date:

Address:

Email:

Phone
number:

If the Investor is an individual

If the Investor is a corporation

Name: Signature:

Corporation-
Name:

Date:

Signature:
Name:

Address:

Title:

Email:

Date:

I/we have authority to bind the
corporation

Phone number:

Address:

Email:

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APPENDIX "B"

Amended and Restated Representative Counsel Appointment Order

~~REPRESENTATIVE COUNSEL ORDER~~

See attached.

APPENDIX “C”

Second Amended and Restated Receivership Order

~~AMENDED AND RESTATED RECEIVERSHIP ORDER~~

See attached.

~~MIZUE FUKIAGE et al~~
~~Applicants~~

~~-and-~~
~~INC. et al~~

~~Court File No.: CV-25-00736577-00CL~~
~~CLEARVIEW GARDEN ESTATES~~

~~Respondents~~

~~ONTARIO~~
~~SUPERIOR COURT OF JUSTICE~~
~~(COMMERCIAL LIST)~~
~~Court File No.:~~
~~CV-25-00736577-00CL~~

MIZUE FUKIAGE et al
Applicants

- and -

CLEARVIEW GARDEN ESTATES INC. et al
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDINGS COMMENCED AT TORONTO

~~DRAFT~~ AMENDED AND RESTATED
REPRESENTATIVE COUNSEL APPOINTMENT ORDER

Gowling WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5 ~~Clifton P. Prophet (LSO# 34845K)~~
~~Tel: 416-8623509~~
~~Email: clifton.prophet@gowlingwlg.com~~
Asim Iqbal (LSO# 61884B)
Tel: 416 862 4693
Email: asim.iqbal@gowlingwlg.com

Patryk Sawicki (LSO# 88028I)
Tel: 416-369-7246
Email: patryk.sawicki@gowlingwlg.com

Gowling WLG (Canada) LLP, in its capacity as Court-appointed
Representative Counsel

~~Lawyers for Kwang Cheng (Tony) Wei, in his personal~~

capacity and as agent for other Taiwanese Investors

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 2026-06-05 12:15:18 PM	
Style name: Firm Standard	
Intelligent Table Comparison: Active	
Original filename: C:\Users\sawickip\Downloads\CV-25-00736577-00CL - Representative Counsel Appointment Order - Moving Party - Taiwanese Investors - 23-OCT-2025 (3) (2).pdf	
Modified DMS: iw://gowlingwlg-ca.cloudmanage.com/active_ca/94975365/3 - ARRCOA (Draft).docx	
Changes:	
<u>Add</u>	122
Delete	161
Move From	1
<u>Move To</u>	1
<u>Table Insert</u>	5
Table Delete	1
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	291

MIZUE FUKIAGE et al
Applicants

- and -

CLEARVIEW GARDEN ESTATES INC. et al
Respondents

	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) PROCEEDINGS COMMENCED IN TORONTO
	MOTION RECORD (Returnable on June 15, 2026 at 10:30 a.m.)
	Gowling WLG (CANADA) LLP Barristers & Solicitors 1 First Canadian Place 100 King Street West, Suite 1600 Toronto ON M5X 1G5 Asim Iqbal (LSO# 61884B) Tel: 416-862-4693 Email: asim.iqbal@gowlingwlg.com Patryk Sawicki (LSO# 88028I) Tel: 416-369-7246 Email: patryk.sawicki@gowlingwlg.com In its capacity as court-appointed Representative Counsel for certain investors