

**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

**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 RULES 14.05(2) AND (3) OF THE *RULES OF CIVIL PROCEDURE*, R.R.O. 1990, REG. 194, AS AMENDED**

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**MOTION RECORD OF THE RECEIVER, KSV RESTRUCTURING INC.  
(to be scheduled at a Case Conference returnable on May 11, 2026 at 10:00 AM)**

**Volume II of III**

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Date: May 6, 2026

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*Lawyers for the Receiver*

**TO: SERVICE LIST**

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**SHARE PURCHASE AGREEMENT**

THIS AGREEMENT is made as of the 4<sup>th</sup> day of June, 2024.

AMONG:

**TGP CANADA MANAGEMENT INC.**, a corporation existing under the laws of the Province of Ontario

**Address:** 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(the “**Vendor**”)

AND:

**FIRST GLOBAL FINANCIAL CORP.**, a corporation existing under the laws of the Province of Ontario

**Address:** PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2

(the “**Purchaser**”)

AND:

**TITAN SHIELD INC.**, a corporation existing under the laws of the Province of Ontario

**Address:** 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(the “**Titan Shield**”)

AND:

**2630306 ONTARIO INC. O/A PAYBANK FINANCIAL**, a corporation existing under the laws of the Province of Ontario

**Address:** 100 King St W, Suite 5600, Toronto, Ontario M5X 1A9

(the “**PFI**”)

AND:

**TRANS GLOBAL PARTNERS LIMITED**, a corporation existing under the laws of Hong Kong

**Address:** 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(the “**TGP-HK**”)

**WHEREAS:**

- A. the Vendor is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of Titan Shield (the “**Purchased Shares**”);
- B. the Vendor has agreed to sell and the Purchaser has agreed to purchase all of the Purchased Shares on the terms and conditions hereinafter set forth;
- C. Titan Shield is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield Inc. (“**Trillium**”) (the “**Corporation - Owned Shares**”);
- D. Trillium is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TSI Group of Companies Inc. (“**TSI Group**”) (the “**Trillium - Owned Shares**”);
- E. TSI Group, directly or indirectly, is involved with Land Mutual Inc. (“**Land Mutual**”), and Canadian Shield Inc. (“**Canadian Shield**”) (the “**TSI Group – Owned Shares**”);
- F. Land Mutual, directly or indirectly, is involved with the following subsidiary companies:
  - (i) TSI International Canada Inc.
  - (ii) Halton Park Inc.
  - (iii) Bridle Park Inc.
  - (iv) Bridle Park II Inc.
  - (v) Clearview Park Inc.
  - (vi) Greenvalley Estates Inc.
  - (vii) Greenvalley Estates II Inc.
  - (viii) Niagara Falls Park Inc.
  - (ix) Niagara Estates of Chippawa II Inc.
  - (x) London Valley Inc.

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- (xi) London Valley II Inc.
  - (xii) London Valley IV Inc.
  - (xiii) London Valley V Inc.
  - (xiv) Clearview Garden Estates Inc.
  - (xv) Fort Erie Hills Inc.
  - (xvi) Talbot Crossing Inc.
  - (xvii) Lyons Creek Niagara Falls Park Inc.
  - (xviii) Niagara Estates of Campbellville Inc.
  - (xix) TSI-HP International Canada Inc.
  - (xx) TSI-BP International Canada Inc.
  - (xxi) TSI-BP II International Canada Inc.
  - (xxii) TSI-Grandtag A2A CP Inc.
  - (xxiii) Greenvalley Estates Canada Inc.
  - (xxiv) TSI International-Grandtag A2A GE II Inc.
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  - (xxxi) TSI-CGE International Canada Inc.
  - (xxxii) Fort Erie Hills International Canada Inc.
  - (xxxiii) TGP-Talbot Crossing Inc.
  - (xxxiv) TGP-Lyons Creek Niagara Falls Park Inc.
- (collectively, the “**Land Mutual – Owned Shares**”); and

G. Canadian Shield, directly or indirectly, is involved with respect to each of the following subsidiary companies (together with the subsidiary companies listed in paragraph F, Land Mutual, Canadian Shield, TSI Group, Trillium, Titan Shield and the further subsidiary companies listed in paragraph G shall be collectively referred to as the "**Corporations**"):

- (i) NEC II Capital Management Inc.
- (ii) LV Capital Management Inc.
- (iii) LV II Capital Management Inc.
- (iv) LV IV Capital Management Inc.
- (v) LV V Capital Management Inc.
- (vi) CGE Capital Management Inc.
- (vii) Fort Erie Hills Capital Management Inc.

(collectively the "**Canadian Shield – Owned Shares**").

**NOW THEREFORE** in consideration of the premises, covenants, agreements, representations and warranties herein contained (the receipt and adequacy of such consideration being mutually acknowledged by the parties hereto), the parties hereto covenant and agree as follows:

(1) **Purchase and Sale**

- (a) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).
- (b) The Vendor agrees to sell, and the Purchaser agrees to purchase all the rights, title, interest, and property of the Vendor in the Purchased Shares for an aggregate purchase price of \$10,000.00 (the "**Purchase Price**"), payable by wire transfer using the Large Value Transfer System to the order of SimpsonWigle LAW LLP, in trust, within seven (7) days of Closing.
- (c) The Vendor, directly and indirectly, holds syndicated investment certificates/units valued at \$100,000,000.00 and PFI has agreed with TGP-HK and the Purchaser to acquire all of the issued certificates/units and to provide an unconditional guarantee on the repayment of the purchaser certificates/units to the approximate 3,000 investors. The form of the guarantee is set out in Exhibit A.
- (d) The Purchaser agreeing to pay all legal costs on this matter which to date requires an additional amount of \$100,000.00 to the order of SimpsonWigle LAW LLP payable by wire transfer using the Large Value Transfer System, within seven (7) days of Closing.

(2) **Vendor Statements for Information Purposes only**

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The Vendor states for information purposes only and on an “as is, where as” basis, it being understood that the Purchaser is relying entirely and solely upon its own inspection and investigation with respect to the Corporations, as follows:

- (a) The Purchased Shares transferred to the Purchaser are subject to the Purchaser’s compliance with and assumption with respect to the:
- (i) existing investor/ownership agreements in place involving approximately three thousand (3,000) investors;
  - (ii) compliance with any and all requirements under the OSC (as that term is defined herein) or any foreign regulatory compliance with respect thereto;
  - (iii) abiding by and completing the Closing of a certain property owned by Greenvalley Estates II Inc. and Greenvalley Estates Inc. in accordance with an agreement of purchase and sale dated August 9, 2022, amended by an amending agreement dated as of February 28, 2023 with Dancor Lands Corporation and of which has been voted and approved by the existing 3,000 investors;
  - (iv) compliance with the investors’ vote with respect to the receivership properties involving: Bridle Park II Inc., Bridle Park Inc., Clearview Park Inc., and Clearview Garden Estates Inc.;
  - (v) coordination with TGP-HK to attend to the settlement and conclusion of an existing lawsuit put forth by one investor in Japan and in which such suit has a value of approximately \$20,000,000.00
  - (vi) payment of outstanding amount of approximately \$2,727,494.69 million less approximately \$517,698.00 already paid to A2A Capital Management Pte Limited with respect to the prepaid development charges paid on the Stayner properties;
  - (vii) assumption of leases on certain properties owned by applicable Corporations related to farming; and
  - (viii) outstanding tax litigation matter detailed in section (2)(c)(i).
- (b) The following outstanding liabilities with respect to the applicable Corporations’ known to the Vendor and in which the Purchaser has agreed to assume at its sole cost and expense:
- (i) With respect to Bridle Park II Inc., Bridle Park Inc., Clearview Park Inc., and Clearview Garden Estates Inc. payment of outstanding amount of approximately \$2,727,494.69 million less approximately \$517,698.00 already paid to A2A Capital Management Pte Limited with respect to the development credits paid on the Stayner properties;
  - (ii) The Vendor has an amount of approximately \$2,475.24 owing to the CRA with respect to HST owing;
  - (iii) The Vendor has an amount of approximately \$12,932.31 owing to MNP with respect to accounting services for annual returns on the applicable Corporations;

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- (iv) TSI-HP International Canada Inc. has an amount owing of approximately \$50,000.00 to the CRA with respect to corporate income tax for the period of 2021, 2022 and 2023 however \$59,000.00 in tax credits (HST rebate) are currently being held by the CRA with respect to this matter;
- (v) TSI-BP II International Canada Inc. has an amount owing of approximately \$8,536.26 to the CRA with respect to corporate income tax for period 2022;
- (vi) TSI-LV International Canada Inc has an amount owing to the CRA with respect to the 2012 corporate income tax assessment as detailed below in section (2)(c)(i);
- (vii) TSI-CGE International Canada Inc. has an amount owing of approximately \$7,903.76 to the CRA;
- (viii) TGP-Talbot Crossing Inc. has an amount owing of approximately \$7,500.00 to the CRA;
- (ix) TSI International Canada Inc. has an amount owing of approximately \$6,923.23 with respect to outstanding property taxes with respect to the property located at 9063 Twiss Road, Campbellville, Ontario, L0P 1B0;
- (x) Greenvalley Estates Inc. has an amount owing of approximately \$14,318.54 with respect to outstanding property taxes with respect to the property located at 4423 Highbury Avenue South, London, Ontario;
- (xi) Greenvalley Estates II Inc. has an amount owing of approximately \$25,117.56 with respect to outstanding property taxes with respect to the property located at 2310 Dingman Drive, London, Ontario;
- (xii) Niagara Falls Park Inc. has an amount owing of approximately \$13,216.17 with respect to outstanding property taxes with respect to the property located at 5021 Garner Road, Niagara Falls, Ontario;
- (xiii) London Valley Inc. has an amount owing of approximately \$9,141.92 with respect to outstanding property taxes with respect to the property located at 5318 Colonel Talbot Road, London, Ontario;
- (xiv) London Valley II Inc. has an amount owing of approximately \$8,254.62 with respect to outstanding property taxes with respect to the property located at 6172 Colonel Talbot Road, London, Ontario;
- (xv) London Valley IV Inc. has an amount owing of approximately \$1,824.42 with respect to outstanding property taxes with respect to the property located at 6211 Colonel Talbot Road, London, Ontario;
- (xvi) London Valley V Inc. has an amount owing of approximately \$3,823.03 with respect to outstanding property taxes with respect to the property located at Wonderland Road South of Hwy 401, London, Ontario;

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- (xvii) Talbot Crossing Inc. has an amount owing of approximately \$2,501.73 with respect to outstanding property taxes with respect to the property located at 5980 Colonel Talbot Road, London, Ontario;
  - (xviii) Lyons Creek Niagara Falls Park Inc. has an amount owing of approximately \$16,596.80 with respect to outstanding property taxes with respect to the property located at Pt Lot 15 & 16 Con 4 Willoughby, Niagara Falls, Ontario;
  - (xix) Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately \$5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an agreement of purchase and sale dated April 11, 2024 for the sale price of \$10,000,000.00;
  - (xx) Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately \$6,288,381.00. A notice of sale has been served on this matter;
  - (xxi) Liability or debt accruals of the Corporations in the normal course and not specifically set out herein.
- (c) The following outstanding legal actions of which the Vendor is aware and the Purchaser has agreed to assume, discharge and undertake as detailed below:
- (i) The CRA has taken the position that the advertising and promotion expenses claimed by TSI-LV International Canada Inc. for the TSI project in the 2012 corporate income tax assessment were not deductible under the *Income Tax Act*. The amount of the deduction that has been disallowed by the CRA is approximately \$1,078,493.00 and as of April 2017 the corporate tax owing on that amount is approximately \$351,925.09 plus any penalties or interest that may be chargeable on this amount;
  - (ii) Coordination with TGP-HK to attend to the settlement and conclusion of an existing lawsuit put forth by one investor having a value of approximately \$20,000,000.00
  - (iii) Bridle Park II Inc., Bridle Park Inc., Clearview Park Inc., and Clearview Garden Estates Inc. are involved in a receivership proceeding involving CBJ Developments, CBJ-Clearview Garden Estate Inc. and CBJ-Bridle Park II Inc. involving outstanding monies owing in the approximate amount of \$27,981,805;
  - (iv) Notice of sale proceedings referenced in section (2)(b)(xix) – (xx).
- (d) Benefit of the following securities:
- (i) Charge/Mortgage, Instrument No. YR3666111 in favour of Fort Erie Hills Inc., Bridle Park Inc., Bridle Park II Inc., Clearview Garden Estates Inc., Clearview Park Inc., as joint account, as further amended by a charge amending agreement, Instrument No. YR3670957 and additional secured party, Halton Park Inc.;

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- (ii) Limited Guarantee from Vincent Salvatore of \$8,000,000, supported by PPSA registration no. 504403011;
  - (iii) Share Pledge of First Global Financial Corp., and supported by PPSA registration no. 504402984
  - (iv) Promissory note from First Global Financial Corp. in favour of Halton Park Inc. in the amount of \$7,800,000.
- (e) Based on the Corporate Profiles retrieved during the month of May 2024, the Corporations are active and existing.
- (f) The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
- (g) With respect to the real estate properties owned by the Corporations, the following is acknowledged and assumed by the Purchaser:
- (i) title to the properties on Closing will be subject to existing liens and encumbrances including any registered restrictions or covenants that run with the land; any registered municipal agreements and registered agreements with publicly regulated utilities or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services;
  - (ii) the Purchaser has relied and shall continue to rely entirely and solely upon its own inspections and investigations with respect to the properties including, without limitation, the physical and environmental condition of the properties and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person on behalf of or at the direction of the Vendor in connection therewith; and
  - (iii) the properties being purchased by the Purchaser is being acquired on an “as is, where is” with all faults basis as of the date hereof and without any express or implied agreement, representation or warranty of any nature or kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent or patent defects, any environmental matter or as to the correctness, accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the properties and, without limiting the generality of the foregoing, the Purchaser hereby indemnifies and releases the Vendor, its directors, officers, including the directors and officers of the subsidiary corporations, its agents, representatives, successors and assigns with respect to any claims (whether under tort or contract) that the Purchaser may have regarding the properties or the currency, completeness, correctness or accuracy of any documents provided by the Vendor to the Purchaser pursuant to this Agreement.

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### (3) **Representations and Warranties of the Purchaser**

As at the time of Closing, the Purchaser represents and warrants to the Vendor as follows and confirms that the Vendor is relying upon the accuracy of each of such representations and warranties in connection with its sale of the Purchased Shares and the completion of the other transactions hereunder:

- (a) **Corporate Authority and Binding Obligation.** The Purchaser is a corporation duly incorporated and validly subsisting in all respects under the laws of the Province of Ontario. The Purchaser has good right, full power and absolute authority to enter into this Agreement and to purchase the Purchased Shares from the Vendors in the manner contemplated herein and to perform all of its obligations under this Agreement. The Purchaser and its shareholders and board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement, and the purchase of the Purchased Shares by the Purchaser from the Vendors. This Agreement is legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject to:
- (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally, and
  - (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.
- (b) **Contractual and Regulatory Approvals.** The Purchaser is not under any obligation, contractual or otherwise, to request or obtain the consent of any person, and no permits, licences, certifications, authorizations or approvals of, or notifications to, any federal, provincial, municipal or local government or governmental agency, board, commission or authority are required to be obtained by the Purchaser in connection with the execution, delivery or performance by the Purchaser of this Agreement, or the completion of any of the transactions contemplated herein.
- (c) **Compliance with Constating Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement, and each of the other agreements contemplated or referred to herein by the Purchaser, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under
- (i) any term or provision of any of the articles, by-laws or other constating documents of the Purchaser;
  - (ii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which the Purchaser is a party or by which it is bound; or
  - (iii) any term or provision of any licenses, registrations or qualification of the Purchaser or any order of any court, governmental authority or regulatory body or any applicable law or regulation of any jurisdiction.

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- (d) **Investment Canada Act.** The Purchaser is not a "*non-Canadian*" for purposes of and within the meaning of the *Investment Canada Act* (Canada).
- (4) **Covenants by the Vendor.** The Vendor covenants to the Purchaser that it will do or cause to be done the following:
- (a) **Transfer of Purchased Shares.** At or before the Closing Time, the Vendor will execute a stock transfer form to permit the Purchased Shares to be transferred to the Purchaser.
  - (b) **Deliveries.** At the Closing Time, the Vendor will execute and deliver to the Purchaser, or will cause to be executed and delivered to the Purchaser, where applicable, such documents as may be necessary to complete the said transactions, all in a form satisfactory to the Purchaser and the Purchaser's Solicitor acting reasonably, including, without limitation:
    - (i) Resignation of each director and officer of all of the Corporations being transferred with full unconditional indemnity by the Purchaser and PFI in the form of draft attached hereto as Schedule (4)(b)(i); and
    - (ii) Authorizing resolutions of the Vendor and Titan Shield.
- (5) **Covenants by the Purchaser.** The Purchaser covenants to the Vendor that it will do or cause to be done the following:
- (a) **Regulatory Compliance.** The Vendor and TGP-HK are each not registered with the Ontario Securities Commission ("**OSC**") or any foreign regulatory compliance commission ("**Other Regulators**"). The Purchaser and PFI shall be solely responsible for and liable with respect to ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols.
  - (b) **Deliveries.** At the Closing Time, the Purchaser will execute and deliver to the Vendor, or will cause to be executed and delivered to the Vendor, where applicable, such documents as may be necessary to complete the said transactions, all in a form satisfactory to the Vendor's solicitor, including, without limitation:
    - (i) A guarantee in the amount of capped at \$100,000,000.00 CDN from PFI to TGP-HK, its directors, officers and shareholders including the directors and officers of all the Corporations being transferred in the form of draft attached hereto as Exhibit A;
    - (ii) Acknowledgement by Purchaser and PFI that all records with respect to all the Corporations being transferred including all related investor documents will be delivered on an "as is where as" basis all of which are being delivered on an "as is, where as" basis with all faults basis as of the date hereof and without any express or implied agreement, representation or warranty of any nature or kind whatsoever as to the title, condition, area, suitability for development, physical

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characteristics, profitability, use or zoning, the existence of latent or patent defects, any environmental matter or as to the correctness, accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the companies and, without limiting the generality of the foregoing, Purchaser and PFI hereby indemnifies and releases TGP-HK, its directors, officers, its agents, representatives, successors and assigns including the directors and officers of all of the Corporations under this transaction with respect to any claims (whether under tort or contract) that Purchaser and PFI may have regarding the Corporations or the currency, completeness, correctness or accuracy of any documents provided by the Vendor or TGP-HK to Purchaser and PFI. Purchaser and PFI have each relied upon and shall continue to rely entirely and solely upon its own inspections and investigations with respect to the Corporations including, without limitation, the physical and environmental condition of the properties each applicable entity corporation may own and Purchaser and PFI acknowledge each it is not relying on any information furnished by the Vendor or TGP-HK or any other person on behalf of or at the direction of the Vendor or TGP-HK in connection therewith in the form of draft attached hereto as Schedule (5)(b)(ii);

- (iii) Indemnity Agreement with respect to TGP-HK, its directors, officers and shareholders including the directors and officers of all the Corporations under this Agreement in the form of draft attached hereto as Schedule (5)(b)(iii);
- (iv) Acknowledgement and Agreement that the Corporations are being purchased on an "as is, where as" basis without representations or warranties by the Vendor, TGP-HK, its directors or shareholders including the directors and officers of all of the Corporations under this Agreement in the form of draft attached hereto as Schedule (5)(b)(iv);
- (v) Full and Final release in favour of TGP-HK, its directors, officers and shareholders including the directors and officers of all of the Corporations under this Agreement in the form of draft attached hereto as Schedule (5)(b)(v);
- (vi) Payment of the amounts payable in accordance with section (1);
- (vii) Within two (2) business days of the Closing copies of all notice of change with respect to officers and directors of all Corporations; and
- (viii) Assumption of the Ontario Lease.

(6) **Covenants by PFI**. PFI covenants to the Vendor and the Purchaser as follows:

- (a) PFI shall coordinate with the Purchaser and be responsible and liable with respect to ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols.

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- (b) PFI shall guarantee the payment of the sum of capped at \$100,000,000.00 CDN to the existing approximate 3,000 investors throughout and during the 36 month period subsequent to the Closing and provide proof of such guarantee to TGP-HK including copies of all notices, and announcements with respect to the foregoing;
- (c) PFI or its approved representative shall issue the required public announcement to investors and provide copies of such announcement to TGP-HK; and
- (d) PFI shall guarantee the certificate or units' validity on the market and/or at a discounted price to investors and shall unconditionally indemnify TGP-HK, its directors, officers, shareholders including the directors and officers of all the Corporations under this Agreement from all lawsuits or legal actions that may result without a monetary limitation. The form of this indemnity is included within the guarantee in Exhibit A.
- (7) **Closing.** The closing of the purchase and sale of the Purchased Shares (the "**Closing**") will take place on June 4, 2024 (the "**Closing Date**") virtually by electronic means or by such other means and at such place as may be agreed to in writing by the parties. Time of closing in this Agreement shall be 12:01 am on the Closing Date.
- (8) **Finder's Fees.** No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.
- All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.
- (9) **Dividend and Voting Rights.** Any dividends earned by the Purchased Shares and payable before the Closing will belong to the Vendor and TGP-HK and any dividends earned by the Purchased Shares being sold to the Purchaser and payable after the Closing of this Agreement will belong to the Purchaser (if declared by the board of directors). Any rights to vote attached to the Purchased Shares will belong to the Vendor before the Closing and will belong to the Purchaser after the Closing.
- (10) **Preparation of Closing Date Financial Statements.** As promptly as practicable, but no later than ninety (90) days after the Closing Date, the Vendor shall instruct TGP-HK, at the Purchaser's sole expense, to cause the Corporations accountant, Frank Jasek, MNP, to commence the preparation of unaudited financial statements of the Corporations as at the Closing Date (the "**Closing Date Financial Statements**"), including the balance sheet, statements of retained earnings, statement of operations and notes to the financial statements, all prepared in accordance with the accounting principles so described and promulgated by the CPA in the "CPA Handbook" at the relevant time, or any successor institute applied on a consistent basis, or in the event that the matter is not covered in the CPA Handbook, principles having general acceptance among accounting principles at the relevant time ("**ASPE**"), consistently applied.

- (11) **Filing with Canada Revenue Agency.** Upon the completion and final settlement of the Closing Date Financial Statements, the Purchaser shall, at their sole expense, cause the tax returns to be prepared and filed with Canada Revenue Agency along with the payment of any taxes owing. The Purchaser agrees to provide proof to TGP-HK thereof. Copies of the Closing Date Financial Statements and the tax returns shall be provided to TGP-HK.
- (12) **Governing Law.** The Purchaser and the Vendor submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario.
- (13) **Miscellaneous**
- (a) Time is of the essence in this Agreement.
  - (b) This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
  - (c) All warranties and representations of the Purchaser connected with this Agreement will survive the Closing.
  - (d) This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.
  - (e) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
  - (f) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
  - (g) This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
  - (h) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor, TGP-HK and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.

- (i) All notices, requests, demands or other communications required or permitted to be given by or on behalf of one Party to or on behalf of another party under this Agreement (each, a "Notice") shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by electronic mail (no bounce back) or delivered by registered mail, postage prepaid, addressed as follows: delivered personally to an officer or director of such party or to such other address or electronic mail address of which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address; provided, however, that if such day is not a Business Day, or if the Notice is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the 5th Business Day following the date of its mailing. Any Notice transmitted by email shall be deemed to have been given and received on the day in which transmission is sent (no bounce back); provided, however, that if such day is not a Business Day or if the email transmission is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. For the purposes of this section, "Business Day" means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of Toronto, Ontario are not open for business during normal banking hours.
- (j) All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

**[Signature page to follow]**

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date first written above.

**TGP CANADA MANAGEMENT INC.**

DocuSigned by:  
*Randy Hoffner*  
Per: \_\_\_\_\_  
2A5578C472D14EA...  
Randy Hoffner  
I have authority to bind the corporation

**FIRST GLOBAL FINANCIAL CORP.**

DocuSigned by:  
*Elena Salvatore*  
Per: \_\_\_\_\_  
2D87AEFA8FAE464...  
Elena Salvatore  
I have authority to bind the corporation

**TITAN SHIELD INC.**

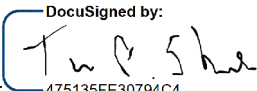
DocuSigned by:  
*Randy Hoffner*  
Per: \_\_\_\_\_  
2A5578C472D14EA...  
Randy Hoffner  
I have authority to bind the corporation

**2630306 ONTARIO INC. O/A PAYBANK  
FINANCIAL**

DocuSigned by:  
*Behzad Pilehver*  
Per: \_\_\_\_\_  
90745ED92A924C4...  
Behzad Pilehver  
I have authority to bind the corporation

**TRANS GLOBAL PARTNERS LIMITED**

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Per:  \_\_\_\_\_  
Timothy Shields  
I have authority to bind the corporation

**510**

SWL.v.FINAL

**EXHIBIT A**  
**GUARANTEE**

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**SCHEDULES**

Schedule (4)(b)(i)	Resignations of directors and officers of the Corporations
Schedule (5)(b)(ii)	Acknowledgement by Purchaser and PFI
Schedule (5)(b)(iii)	Indemnity Agreement
Schedule (5)(b)(iv)	Full and Final Release

# APPENDIX 19

**PROMISSORY NOTE****\$7,800,000.00****DUE DATE: 2028/03/12**

**FOR VALUE RECEIVED**, the undersigned promises to pay to or to the order of **HALTON PARK INC.** (the "Creditor") the principal amount of **SEVEN MILLION, EIGHT HUNDRED THOUSAND DOLLARS (\$7,800,000.00)**, in lawful money of Canada, and to pay applicable interest and all costs relating thereto, from time to time remaining unpaid and becoming due and payable, as set out in a registered Charge YR3666111, a copy of which is attached hereto, which will be further amended and supplemented with the registration of a charge amending agreement of even date (collectively the "**Security**").

**UPON THE OCCURRENCE OF A TRIGGERING EVENT**, this promissory note shall become immediately due and payable on June 14, 2024. For the purposes of this paragraph, "Triggering Event" shall be the following events:

- (i) failure by First Global Financial Corp. and Vincent Salvatore to fund and close on the acquisition of TSI International Canada Inc., Greenvalley Estates Inc., Greenvalley Estates II Inc., Niagara Falls Park Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley IV Inc., London Valley V Inc., Talbot Crossing Inc. and Lyons Creek Niagara Falls Park Inc. (the "**Proposed Acquisition of Companies**") from Niagara Estates of Campbellville Inc., Green Valley Estates Canada Inc., TSI International-Grandtag A2A GEII Inc., TSI International-Grandtag A2A Niagara IV Inc., TSI-NEC II International Canada Inc., TSI-LV International Canada Inc., TSI-LVII International Canada Inc., TSI-LVIV International Canada Inc., TSI-LVV International Canada Inc., TGP-Talbot Crossing Inc., TGP-Lyons Creek Niagara Falls Park Inc. on or before June 14, 2024;
- (ii) failure to provide proof and guarantee of funds for the acquisition of the Proposed Acquisition of Companies on or before May 17, 2024.


**UPON DEFAULT** in payment of any payment when due as specifically set out herein and/or as otherwise due and owing under the Security, the entire unpaid balance of the principal amount and accrued interest, if any, shall become immediately due and payable without notice or demand and the undersigned covenants to pay interest thereon and on subsequent overdue interest at the rate aforesaid, both before and after default, until paid in full. The covenants to pay interest shall not merge on the taking of a judgment or judgments with respect to any of the obligations herein stipulated for.

**PRESENTMENT FOR PAYMENT AND PROTEST WAIVED.**

**DATED this 26th day of April, 2024.**

**514**

**FIRST GLOBAL FINANCIAL CORP.**


DocuSigned by:  
  
Per: \_\_\_\_\_  
2D87AEFA8FAE464...  
Elena Salvatore, President

I have authority to bind the Corporation.

**GUARANTEE**

**FOR VALUE RECEIVED**, the undersigned hereby confirms that the limited guarantee dated April 12, 2024 (the “**Guarantee**”), is hereby amended to add the Creditor as a Lender, inter alia, under the Guarantee and the undersigned confirms his guarantee on the payment of the indebtedness as set out in the Note herein, and all costs, expenses and legal fees incurred in the collection thereof and the enforcement hereof, and waives presentment, demand, protest and notice of dishonour and of any renewal or extension of the within Note and consents to any such renewal or extension.

**DATED this 26th day of April, 2024.**

DocuSigned by:  
  
\_\_\_\_\_  
7555FB07783E449...  
Witness

DocuSigned by:  
  
\_\_\_\_\_  
9F3DA31400D44DE...  
VINCENT SALVATORE

# APPENDIX 20

**SHARE PURCHASE AGREEMENT**

THIS AGREEMENT is made as of the 4<sup>th</sup> day of June, 2024.

AMONG:

**TRANS GLOBAL PARTNERS LIMITED (H.K.)**, a corporation existing under the laws of the special administrative region of Hong Kong

**Address:** 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(the “**Vendor**”)

AND:

**TGP CANADA MANAGEMENT INC.**, a corporation existing under the laws of the Province of Ontario

**Address:** 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(the “**TGP**”)

AND:

**2630306 ONTARIO INC. O/A PAYBANK FINANCIAL**, a corporation existing under the laws of the Province of Ontario

**Address:** 100 King St W, Suite 5600, Toronto, Ontario M5X 1A9

(the “**Purchaser**”)

AND:

**FIRST GLOBAL FINANCIAL CORP.**, a corporation existing under the laws of the Province of Ontario

**Address:** PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2

(the “**FGFC**”)

**WHEREAS:**

- A. the Vendor is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP (the "**Purchased Shares**"); and
- B. the Vendor has agreed to sell and the Purchaser has agreed to purchase all of the Purchased Shares on the terms and conditions hereinafter set forth.

**NOW THEREFORE** in consideration of the premises, covenants, agreements, representations and warranties herein contained (the receipt and adequacy of such consideration being mutually acknowledged by the parties hereto), the parties hereto covenant and agree as follows:

**(1) Purchase and Sale**

- (a) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).
- (b) The Vendor agrees to sell, and the Purchaser agrees to purchase all the rights, title, interest, and property of the Vendor in the Purchased Shares for an aggregate purchase price of \$10,000.00 (the "**Purchase Price**"), payable by wire transfer to the order of SimpsonWigle LAW LLP, in trust.
- (c) The Vendor, directly and indirectly, holds syndicated investment certificates/units valued at \$143,000,000.00 USD and PFI has agreed with the Vendor and the Purchaser to acquire all of the issued certificates/units and to provide an unconditional guarantee capped at \$100,000,000.00 CDN on the repayment of the purchaser certificates/units within 36 months after closing to the approximate 3,000 investors. The form of the guarantee is set out in Exhibit A.

**(2) Vendor Statements for Information Purposes only**

The Vendor states for information purposes only and on an "as is, where as" basis, it being understood that the Purchaser is relying entirely and solely upon its own inspection and investigation with respect to the Corporations, as follows:

- (a) The Purchased Shares transferred to the Purchaser are subject to the Purchaser's compliance with and assumption with respect to the:
  - (i) existing investor/ownership agreements in place involving approximately three thousand (3,000) investors;
  - (ii) compliance with any and all requirements under the OSC (as that term is defined herein) or any foreign regulatory compliance commission with respect thereto;
  - (iii) abiding by and completing the closing of a certain property owned by Greenvalley Estates II Inc. and Greenvalley Estates Inc. in accordance with an agreement of purchase and sale dated August 9, 2022, amended by an amending agreement dated as of February 28, 2023 with Dancor Lands Corporation and of which has been voted and approved by the existing 3,000 investors;

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- (iv) compliance with the investors' vote with respect to the receivership properties involving: Bridle Park II Inc., Bridle Park Inc., Clearview Park Inc., and Clearview Garden Estates Inc.;
  - (v) coordination with the Vendor to attend to the settlement and conclusion of an existing lawsuit put forth by one investor in Japan and in which such suit has a value of approximately \$20,000,000.00 included in \$100,000,000.00 CDN guarantee;
  - (vi) outstanding tax litigation matter detailed in section (2)(c)(i).
- (b) The following outstanding liabilities known to the Vendor and in which the Purchaser has agreed to assume and discharge at its sole cost and expense:
- (i) TGP has an amount of approximately \$2,475.24 owing to the CRA with respect to HST owing;
  - (ii) TGP has an amount of approximately \$12,932.31 owing to MNP with respect to accounting services for annual returns on the applicable Corporations;
  - (iii) Liability or debt accruals of TGP in the normal course and not specifically set out herein.
- (c) The following outstanding legal actions of which the Vendor is aware of and the Purchaser has agreed to assume, discharge and undertake as detailed below:
- (i) The CRA has taken the position that the advertising and promotion expenses claimed by previous subsidiary, TSI-LV International Canada Inc., for the TSI project in the 2012 corporate income tax assessment were not deductible under the *Income Tax Act*. The amount of the deduction that has been disallowed by the CRA is approximately \$1,078,493.00 and as of April 2017 the corporate tax owing on that amount is approximately \$351,925.09 plus any penalties or interest that may be chargeable on this amount;
  - (ii) Coordination with the Vendor to attend to the settlement and conclusion of an existing lawsuit put forth by one investor having a value of approximately \$20,000,000.00 included in \$100,000,000.00 CDN guarantee provided to TGP.
- (d) Based on the Corporate Profile retrieved on May 13, 2024, TGP is active and existing.

(3) **Representations and Warranties of the Purchaser**

As at the time of closing, the Purchaser represents and warrants to the Vendor as follows and confirms that the Vendor is relying upon the accuracy of each of such representations and warranties in connection with its sale of the Purchased Shares and the completion of the other transactions hereunder:

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- (a) **Corporate Authority and Binding Obligation.** The Purchaser is a corporation duly incorporated and validly subsisting in all respects under the laws of the Province of Ontario. The Purchaser has good right, full power and absolute authority to enter into this Agreement and to purchase the Purchased Shares from the Vendors in the manner contemplated herein and to perform all of its obligations under this Agreement. The Purchaser and its shareholders and board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement, and the purchase of the Purchased Shares by the Purchaser from the Vendors. This Agreement is legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject to:
- (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally, and
  - (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.
- (b) **Contractual and Regulatory Approvals.** The Purchaser is not under any obligation, contractual or otherwise, to request or obtain the consent of any person, and no permits, licences, certifications, authorizations or approvals of, or notifications to, any federal, provincial, municipal or local government or governmental agency, board, commission or authority are required to be obtained by the Purchaser in connection with the execution, delivery or performance by the Purchaser of this Agreement, or the completion of any of the transactions contemplated herein.
- (c) **Compliance with Constating Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement, and each of the other agreements contemplated or referred to herein by the Purchaser, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under
- (i) any term or provision of any of the articles, by-laws or other constating documents of the Purchaser;
  - (ii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which the Purchaser is a party or by which it is bound; or
  - (iii) any term or provision of any licenses, registrations or qualification of the Purchaser or any order of any court, governmental authority or regulatory body or any applicable law or regulation of any jurisdiction.
- (d) **Investment Canada Act.** The Purchaser is not a "*non-Canadian*" for purposes of and within the meaning of the *Investment Canada Act* (Canada).
- (4) **Covenants by the Vendor.** The Vendor covenants to the Purchaser that it will do or cause to be done the following:

- (a) **Transfer of Purchased Shares.** At or before the Closing Time, the Vendor will execute a stock transfer form to permit the Purchased Shares to be transferred to the Purchaser.
  - (b) **Deliveries.** At the Closing Time, the Vendor will execute and deliver to the Purchaser, or will cause to be executed and delivered to the Purchaser, where applicable, such documents as may be necessary to complete the said transactions, all in a form satisfactory to the Purchaser and the Purchaser's Solicitor acting reasonably, including, without limitation:
    - (i) Resignation of each director and officer of TGP with full unconditional indemnity by the Purchaser and PFI in the form of draft attached hereto as Schedule (4)(b)(i); and
    - (ii) Authorizing resolutions of the Vendor and TGP.
- (5) **Covenants by the Purchaser.** The Purchaser covenants to the Vendor that it will do or cause to be done the following:
- (a) **Regulatory Compliance.** The Vendor and TGP are each not registered with the Ontario Securities Commission ("**OSC**") or any foreign regulatory compliance commission ("**Other Regulators**"). The Purchaser and FGFC shall be solely responsible for and liable with respect to ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols.
  - (b) **Deliveries.** At the Closing Time, the Purchaser will execute and deliver to the Vendor, or will cause to be executed and delivered to the Vendor, where applicable, such documents as may be necessary to complete the said transactions, all in a form satisfactory to the Vendor's solicitor, including, without limitation:
    - (i) A guarantee in the amount of \$100,000,000.00 CDN including an ongoing lawsuit of \$20,000,000.00 from the Purchaser to Vendor, its directors, officers and shareholders including the directors and officers of all the Corporations being transferred in the form of draft attached hereto as Exhibit A;
    - (ii) Acknowledgement by Purchaser and FGFC that they are in receipt of all records with respect to TGP being transferred including all related investor documents all of which are being delivered on an "as is, where as" basis with all faults basis as of the date hereof and without any express or implied agreement, representation or warranty of any nature or kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent or patent defects, any environmental matter or as to the correctness, accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the companies and, without limiting the generality of the foregoing, Purchaser and FGFC hereby indemnifies and releases the Vendor, its directors, officers, its agents, representatives, successors and assigns including the directors, officers and shareholders of the previous subsidiary corporations which was sold to FGFC with

respect to any claims (whether under tort or contract) that Purchaser and FGFC may have regarding TGP or the currency, completeness, correctness or accuracy of any documents provided by the Vendor to Purchaser and FGFC. Purchaser and FGFC have each relied upon and shall continue to rely entirely and solely upon its own inspections and investigations with respect to TGP including, without limitation, the physical and environmental condition of the properties each applicable entity corporation may own and Purchaser and FGFC acknowledge each it is not relying on any information furnished by the Vendor or any other person on behalf of or at the direction of the Vendor in connection therewith in the form of draft attached hereto as Schedule (5)(b)(ii);

- (iii) Indemnity Agreement with respect to the Vendor, its directors, officers and shareholders including the directors and officers of the previous subsidiary corporations which was sold to FGFC in the form of draft attached hereto as Schedule (5)(b)(iii);
  - (iv) Acknowledgement and Agreement that TGP is being purchased on an "as is, where as" basis without representations or warranties by the Vendor, its directors or shareholders including the directors and officers of all of the previous subsidiary corporations which was sold to FGFC in the form of draft attached hereto as Schedule (5)(b)(ii);
  - (v) Full and Final release in favour of the Vendor, its directors, officers and shareholders including the directors and officers of all of the previous subsidiary corporations which was sold to FGFC in the form of draft attached hereto as Schedule (5)(b)(v);
  - (vi) Payment of the Purchase Price in accordance with section (1);
  - (vii) Within two (2) business days of the Closing copies of the notice of change with respect to officers and directors of TGP.
- (c) The Purchaser shall coordinate with FGFC and be responsible and liable with respect to ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols; and
- (d) The Purchaser shall guarantee the payment of the sum of \$100,000,000.00 CDN to the existing approximate 3,000 investors to be paid throughout and during the 36-month period subsequent to Closing and provide proof of such guarantee to the Vendor including copies of all notices, and announcements with respect to the foregoing;
- (e) The Purchaser or its approved representative shall issue the required public announcement to investors and provide copies of such announcement to the Vendor; and
- (f) The Purchaser shall guarantee the certificate or units' validity on the market and/or at a discounted price to investors and shall unconditionally indemnify the Vendor, its

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directors, officers, shareholders including the directors and officers of all the previous subsidiary corporations transferred to FGFC from all lawsuits or legal actions that may result without a monetary limitation. The form of this indemnity is included within the guarantee in Exhibit A.

- (6) **Closing.** The closing of the purchase and sale of the Purchased Shares (the "**Closing**") will take place on June 4, 2024 (the "**Closing Date**") virtually by electronic means or by such other means and at such place as may be agreed to in writing by the parties. Time of closing in this Agreement shall be 1:00 am on the Closing Date.
- (7) **Finder's Fees.** No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.

All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

- (8) **Dividend and Voting Rights.** Any dividends earned by the Purchased Shares and payable before the Closing will belong to the Vendor and any dividends earned by the Purchased Shares being sold to the Purchaser and payable after the Closing of this Agreement will belong to the Purchaser (if declared by the board of directors). Any rights to vote attached to the Purchased Shares will belong to the Vendor before the Closing and will belong to the Purchaser after the Closing.
- (9) **Preparation of Closing Date Financial Statements.** As promptly as practicable, but no later than ninety (90) days after the Closing Date, the Vendor shall instruct, at the Purchaser's sole expense, to cause TGP's accountant, Frank Jasek, MNP, to commence the preparation of unaudited financial statements of TGP as at the Closing Date (the "**Closing Date Financial Statements**"), including the balance sheet, statements of retained earnings, statement of operations and notes to the financial statements, all prepared in accordance with the accounting principles so described and promulgated by the CPA in the "CPA Handbook" at the relevant time, or any successor institute applied on a consistent basis, or in the event that the matter is not covered in the CPA Handbook, principles having general acceptance among accounting principles at the relevant time ("**ASPE**"), consistently applied.
- (10) **Filing with Canada Revenue Agency.** Upon the completion and final settlement of the Closing Date Financial Statements, the Purchaser shall, at their sole expense, cause the tax returns to be prepared and filed with Canada Revenue Agency along with the payment of any taxes owing. The Purchaser agrees to provide proof to the Vendor thereof. Copies of the Closing Date Financial Statements and the tax returns shall be provided to the Vendor.
- (11) **Governing Law.** The Purchaser and the Vendor submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario.

(12) **Miscellaneous**

- (a) Time is of the essence in this Agreement.
- (b) This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- (c) All warranties and representations of the Purchaser connected with this Agreement will survive the Closing.
- (d) This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.
- (e) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- (f) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- (g) This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
- (h) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.
- (i) All notices, requests, demands or other communications required or permitted to be given by or on behalf of one Party to or on behalf of another party under this Agreement (each, a "Notice") shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by electronic mail (no bounce back) or delivered by registered mail, postage prepaid, addressed as follows: delivered personally to an officer or director of such party or to such other address or electronic mail address of which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address; provided, however, that if such day is not a Business Day, or if the Notice is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid

#3874769.1

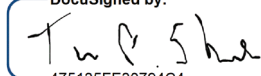
registered mail shall be deemed to have been given and received on the 5th Business Day following the date of its mailing. Any Notice transmitted by email shall be deemed to have been given and received on the day in which transmission is sent (no bounce back); provided, however, that if such day is not a Business Day or if the email transmission is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. For the purposes of this section, "Business Day" means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of Toronto, Ontario are not open for business during normal banking hours.

- (j) All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

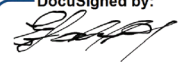
**[Signature page to follow]**

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date first written above.

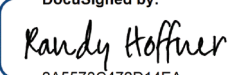
**TRANS GLOBAL PARTNERS LIMITED (H.K.)**

DocuSigned by:  
  
Per: \_\_\_\_\_  
475125FE3079464...  
Timothy Shields  
I have authority to bind the corporation

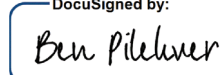
**FIRST GLOBAL FINANCIAL CORP.**

DocuSigned by:  
  
Per: \_\_\_\_\_  
2D87AEFA8FAE464...  
Elena Salvatore  
I have authority to bind the corporation

**TGP CANADA MANAGEMENT INC.**

DocuSigned by:  
  
Per: \_\_\_\_\_  
2A5678C472D44EA...  
Randy Hoffner  
I have authority to bind the corporation

**2630306 ONTARIO INC. O/A PAYBANK  
FINANCIAL**

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Per: \_\_\_\_\_  
90745ED92A924C4...  
Behzad Pilehver  
I have authority to bind the corporation

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**EXHIBIT A**  
**GUARANTEE**

*#3874769.1*

**SCHEDULES**

Schedule (4)(b)(i)	Resignations of directors and officers of TGP
Schedule (5)(b)(ii)	Acknowledgement by Purchaser and FGFC
Schedule (5)(b)(iii)	Indemnity Agreement
Schedule (5)(b)(v)	Full and Final Release

**SCHEDULE (5)(b)(ii)****ACKNOWLEDGMENT**

Capitalized terms used in this acknowledgement and not otherwise defined herein shall have the meanings given to such terms in the various share purchase agreements entered into by and between the undersigned, and all related agreements, schedules and other materials executed in the course of completing the transactions contemplated therein (collectively, the "Transactions" and individual a "Transaction").

2630306 Ontario Inc. o/a Paybank Financial and First Global Financial Corp. (collectively the "**Purchasers**"), hereby acknowledge and agree that Trans Global Partners Limited (H.K.), TGP Canada Management Inc., TGP Property Management Inc., 1837732 Ontario Inc., Titan Shield Inc. and all of the subsidiary Corporations (as that term is defined under the applicable Transaction) (excluding Trans Global Partners Limited (HK) and collectively now referred to as the "**Corporations Sold**"):

1. Are being purchased on an "as is, where as" basis, it being understood that the Purchasers are relying entirely and solely upon their own inspection and investigation;
2. Are being purchased without any representations or warranties being provided by any director, officer or shareholder of any of the Corporations Sold; and
3. Are being purchased with all faults as of the date hereof and without any express or implied agreement, representation or warranty of any nature of kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use, zoning, the existence of latent or patent defects, any environmental matter or as to the correctness, accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the Corporations Sold;
4. Are in receipt of all records with respect to all the Corporations Sold including all related investor documents all of which are being delivered on an "as is, where as" basis with all faults basis as of the date of Closing and without any express or implied agreement, representation or warranty of any nature or kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent or patent defects, any environmental matter or as to the correctness, accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the Corporations Sold,

AND, without limiting the generality of the foregoing, the Purchasers hereby indemnify and release Trans Global Partners HK Limited ("TGP-HK") (together with its directors, officers, shareholders, respective successors, assigns, heirs, trustees, estate trustees and legal representatives including the directors and officers and each of their respective successors, assigns, heirs, trustees, estate trustees and legal representatives that served on each of the Corporations Sold (collectively the "Releasees" and individually a "Releasee") under the Transactions with respect to any claims (whether under tort or contract) that the Purchasers may have regarding the Corporations Sold or the currency, completeness, correctness or accuracy of any documents provided by the Releasees or TGP-HK to the Purchasers. The Purchasers have each relied upon and shall continue to rely entirely and solely upon its own inspections and investigations with respect to the Corporations Sold including, without limitation, the physical and environmental condition of the properties each applicable entity corporation may own and the Purchasers acknowledge

each is not relying on any information furnished by the Releasees or TGP-HK or any other person or party on behalf of or at the direction of the Releasees or TGP-HK in connection therewith.

**THIS ACKNOWLEDGEMENT** shall be governed by and construed in accordance with the laws of the Province of Ontario and applicable federal laws of Canada.

**THIS ACKNOWLEDGEMENT** shall enure to the benefit of and be binding upon the heirs and legal personal representatives of the undersigned and the successors, assigns, heirs and legal personal representatives of the Releasees respectively.

**THIS ACKNOWLEDGEMENT** shall be amended accordingly in the event that any one or more of the provisions of this Acknowledgement shall be declared invalid, illegal, or unenforceable in any respect, it being understood that the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

[signature page follows]

**IN WITNESS WHEREOF** the Purchasers have executed this document effective as of June 4, 2024.

**2630306 Ontario Inc. o/a Paybank Financial**

DocuSigned by:

*Ben Pilehver*

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Per: Behzad Pilehver

*I have authority to bind the corporation.*

**First Global Financial Corp.**

DocuSigned by:

*Elena Salvatore*

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Per: Elena Salvatore

*I have authority to bind the corporation.*

**INDEMNITY AGREEMENT**

**THIS INDEMNITY AGREEMENT** (the "Agreement") made as of this 4<sup>th</sup> day of June, 2024 (the "Execution Date"),

**BETWEEN:**

2630306 Ontario Inc.o/a Paybank Financial  
("Paybank")

OF THE FIRST PART

and

First Global Financial Corp.  
("FGFC")

OF THE SECOND PART

and

Trans Global Partners Limited (H.K.) aka Trans Global Partners HK Limited  
("TGP")

OF THE THIRD PART

**BACKGROUND:**

1. The Parties have entered into a series of Transactions whereby Paybank and FGFC acquired the business of TGP together with all of its subsidiaries as well as TGP Property Management Inc. and 1837732 Ontario Inc.
2. As part of those Transaction, Paybank and FGFC have each agreed to indemnify TGP (together with its directors, officers, shareholders, respective successors, assigns, heirs, trustees, estate trustees and legal representatives including the directors and officers and each of their respective successors, assigns, heirs, trustees, estate trustees and legal representatives that served on each of the Corporations Sold) in respect of certain liabilities, claims, suits, actions, losses and/or damages now existing or which may come to exist in the future.

3. TGP (together with its directors, officers, shareholders, respective successors, assigns, heirs, trustees, estate trustees and legal representatives including the directors and officers and each of their respective successors, assigns, heirs, trustees, estate trustees and legal representatives that served on each of the Corporations Sold) desires protection against any liability, claim, suit, action, loss, or damage that may result after Closing of the Transactions.
4. Paybank and FGFC each wish to minimize any hardship the Indemnitee (as that term is defined herein) might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result after Closing of the Transactions.

**IN CONSIDERATION** and as a condition of the Indemnifier (as that term is defined herein) and the Indemnitee (as that term is defined herein) entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

### **Definitions**

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to such terms in the applicable Transaction and all related agreements, schedules and other materials executed in the course of completing the applicable Transaction.

1. The following definitions apply in the Agreement:
  - a. "Transactions" and individually, as applicable, a "Transaction" means the following: (i) the series of transactions completed between the Parties and First Global Financial Corp. by which Paybank and First Global Financial Corp. acquired the entire business of TGP, including all of its subsidiaries; and (ii) the series of transactions completed between TGP Property Management Inc., 1837732 Ontario Inc. and First Global Financial Corp.
  - b. "Expenses" means all costs incurred in the defence of any claim or action by a Party including lawyers' fees on a solicitor-client basis.
  - c. "Indemnifier" means, jointly and severally, 2630306 Ontario Inc. o/s Paybank Financial and First Global Financial Corp.
  - d. "Indemnitee" means Trans Global Partners Limited (HK) together with its directors, officers, shareholders, respective successors, assigns, heirs, trustees, estate trustees and legal representatives including the directors and officers and each of their respective

successors, assigns, heirs, trustees, estate trustees and legal representatives that served on each of the Corporations Sold.

- e. "Notice of Claim" means a notice that has been provided by the Indemnitee to the Indemnifier describing a claim or action that has or is being brought against the Indemnitee by a Third Party.
- f. "Notice of Indemnity" means a notice that has been provided by the Indemnitee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnitee.
- g. "OSC" means the Ontario Securities Commission.
- h. "Other Regulators" means any local or foreign regulatory compliance commissions that is not the OSC.
- i. "Parties" means both the Indemnitee and the Indemnifier.
- j. "Party" means either the Indemnitee or the Indemnifier.
- k. "Third Party" means any person other than the Indemnifier and the Indemnitee.

### **Indemnification**

- 2. Each Indemnifier shall hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of the Transactions or that may arise in the future as a result of Indemnitee's operation of its business prior to the Closing of the Transactions, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any claim, demands, actions, causes of action, proceedings, suits, debts, duties, accounts claims over, losses, injuries, undertakings, damages, costs, interest, covenants, obligations and liabilities of every nature and kind, whatsoever and howsoever arising, based in law or in equity, which the Indemnifier ever had, now have or may hereafter have, whether known or unknown, matured or unmatured, absolute or contingent, for or by any reason or any cause, matter or thing existing up to the date hereof, including but not limited for, by reason or in connection with the Closing of the Transactions, the Indemnitees' operation of the TGP business, and/or with respect to its investors, subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

3. Each Indemnifier shall hold harmless and indemnify the Indemnitee against any and all claims and actions with respect to the OSC or Other Regulators and shall be solely responsible for and liable in ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols.
4. In the case of a criminal proceeding, the Indemnitee will not be indemnified by the Indemnifier.

#### **Exceptions to Indemnification**

5. The Indemnitee will not be entitled to indemnification from the Indemnifier for any Expenses, judgments, fines, settlements and other amounts incurred as the result of the Closing of the Transactions or otherwise in the operation of the TGP business, where:
  - a. the basis of the claim, action, expense, judgment, fine, settlement or other amount was not disclosed to the Indemnifier prior to the close of the Transactions.

#### **Notice of Claim**

6. In the event of any claim or action, the Indemnitee will promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.

#### **Authorization of Indemnification**

7. In any case where the Indemnitee requires indemnification, the Indemnifier will make the determination of whether indemnification is appropriate having given consideration to the terms described in the Exceptions to Indemnification section. If the Indemnitee disagrees with the determination of the Indemnifier then the matter must be referred for review and determination to an independent legal counsel agreed to by the Indemnitee. In all cases the Indemnifier will bear all costs of any independent determination.

8. The Indemnifier shall bear the burden of proving that indemnification is not appropriate.
9. The termination of any claim or action by judgment, order, settlement, conviction or upon an admission of guilt or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a reasonable manner.

#### **Assumption of Defence**

10. On being notified of any impending action or claim, the Indemnifier may, at its own Expense, participate in the defence of any action or claim and may, alone or with any other indemnifying party, assume the defence against the action or claim using counsel that are reasonably satisfactory to the Indemnitee.
11. Once the Indemnifier has notified the Indemnitee of the intention to assume the defence, the Indemnifier will no longer be liable to the Indemnitee for any further Expenses subsequently incurred by the Indemnitee in relation to the defence of the claim. Once the Indemnifier provides notice to the Indemnitee that the defence of claim has been assumed by the Indemnifier, the Indemnitee may employ or continue to employ its own legal counsel as it may legally be required to do as a result of differing defence positions and any and all fees or Expenses incurred by the Indemnitee in this regard shall be fully covered at the sole cost of the Indemnifier. If no defence is legally required to be put forth by the Indemnitee and notwithstanding the foregoing, the Indemnitee chooses to retain independent counsel to assist, the Indemnitee shall be solely responsible for all costs and Expenses relating thereto.

#### **Failure to Defend**

12. If the Indemnifier elects not to assume the defence against the claim or action then the Indemnitee may defend against the claim or action in any manner the Indemnitee deems appropriate. The Indemnifier shall promptly reimburse the Indemnitee for all Expenses, judgments, fines, settlements and any other amounts actually incurred in connection with the defence of the claim or action subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

#### **Settlement and Consent of Indemnifier**

13. The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier, which consent shall not be unreasonably withheld as to any proposed settlement. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent of the Indemnifier was not first obtained. Any proposed settlement shall exonerate any claim, cost or Expense against the Indemnifier unless such settlement is as a result of an indemnification described in the section titled Exceptions to Indemnification.

**Settlement and Consent of Indemnitee**

14. The Indemnifier will not settle any claim or action without first obtaining the written consent of the Indemnitee, which consent shall not be unreasonably withheld as to any proposed settlement.

**Cooperation**

15. The Indemnifier agrees to cooperate in good faith and ensure that the Indemnitee is indemnified and reimbursed for any and all Expenses, judgments, fines, settlements and other amounts actually incurred in connection with the defence of any claim or action resulting, directly or indirectly, from the Transactions.
16. The Indemnitee agrees to cooperate in good faith and provide any and all information within the Indemnitee's power as required for the defence of any claim or action and also to provide any and all information within the Indemnitee's power as required to help in a determination of indemnification as described under the Authorization of Indemnification section.

**Expenses**

17. All Expenses incurred by the Indemnitee to enforce this Agreement, and all costs of defending any Third Party claims or actions brought against the Indemnitee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

**Advances of Expenses**

18. At the written request of the Indemnitee, the Indemnifier will advance to the Indemnitee any Expenses, including lawyers' fees, incurred by the Indemnitee in defending any action brought against the Indemnitee. Where reasonable, and to minimize hardship to the Indemnitee, advance payments may be made prior to the disposition of any claim.
19. The Indemnitee agrees to repay to the Indemnifier any advance payments of Expenses where a determination is ultimately made that the Indemnitee is not entitled to indemnification for reasons described under the Indemnification and the Exceptions to Indemnification sections.

**Payment**

20. All payments made by the Indemnifier to the Indemnatee will be made in full in immediately available funds within sixty days of receipt of Notice of Indemnity from the Indemnatee and without deduction for any counterclaim, defence, recoupment, or set-off.
21. Any Notice of Indemnity sent by the Indemnatee to the Indemnifier must be made in writing and contain a full listing of the items to be covered in the payment. Any payment made by the Indemnifier to the Indemnatee will contain a listing of items covered under the payment.

**Enforcement**

22. If any right or remedy claimed by the Indemnatee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within sixty days after a written Notice of Indemnity has been submitted by the Indemnatee to the Indemnifier, the Indemnatee may then bring suit against the Indemnifier to recover any unpaid amounts and if successful in whole or in part, the Indemnatee will be entitled to be paid any and all costs related to resolving the claim.
23. Where a determination as described under Authorization of Indemnification concludes that the Indemnatee's behaviour is not entitled to indemnification, this will not create a presumption that the Indemnatee is not entitled to indemnification under this Agreement.

**Insurance**

24. The Indemnifier, at its sole discretion, will make the good faith determination whether or not it is reasonable for the Indemnifier to obtain liability insurance against its potential liability in protecting the Indemnatee under this Agreement. The Indemnifier will select an insurer with a reliable reputation and, among other considerations, will weigh the costs of obtaining this insurance coverage against the protection afforded by this coverage.

**Duration**

25. The rights and obligations of the Indemnatee and the Indemnifier under this Agreement will continue:
  - a. so long as the Indemnatee is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, arbitrational, administrative or investigative that results from the Transaction or the Indemnitees' operation of the TGP business, and/or with respect to the investors resulting from the Transaction; or

- b. until terminated by an agreement in writing signed by both the Indemnifier and the Indemnitee.

#### **Unlimited Indemnification**

26. Under this Agreement, the indemnification as described and set out herein will be unlimited as to monetary amount.

#### **Full Release**

27. Only payment and satisfaction in full of all amounts and charges payable under this Agreement and the due performance and observance of all terms, covenants and conditions of this Agreement will release the Indemnifier and the Indemnitee of their obligations under this Agreement.

#### **Further Action**

28. No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defence to any further action or proceeding which may be brought under this Agreement by reason of any further failure in the performance and observance of the terms, covenants and conditions of this Agreement.

#### **Subrogation**

29. In the event that any indemnity payment is made under this Agreement, the Indemnifier will be subrogated to the extent of this payment to all of the rights of recovery of the Indemnitee. The Indemnitee will take all action required and provide all information necessary to secure these rights and to fully enable the Indemnifier to take any action to enforce these rights in the recovery of the indemnity payment.

#### **Amendments**

30. This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnitee.

#### **Assignment of Indemnifier Rights and Obligations**

31. The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnitee.

#### **Assignment of Indemnitee Rights and Obligations**

32. The rights and obligations of the Indemnitee as existing under this Agreement may be assigned, either in whole or in part, upon written notice to the Indemnifier.

**Notices**

33. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

**Governing Law**

34. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

**Jurisdiction**

35. The courts of the Province of Ontario are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

**General Provisions**

36. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Indemnitee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
37. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
38. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, legal representatives, successors and assigns.
39. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
40. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.

- 41. Time is of the essence in this Agreement.
- 42. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
- 43. Headings are inserted for the convenience of the Parties only and will not be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

**IN WITNESS WHEREOF** the Indemnitee and the Indemnifier have duly affixed their signatures under hand and seal on this 4<sup>th</sup> day of June 2024.

**2630306 Ontario Inc. o/a Paybank Financial (Indemnifier)**

DocuSigned by:  
  
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 \_\_\_\_\_  
 Authorized Signatory

**First Global Financial Inc. (Indemnifier)**

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 \_\_\_\_\_  
 Authorized Signatory

**Trans Global Partners Limited (HK)  
(Indemnitee)**

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 475135FE30794C4...  
 \_\_\_\_\_  
 Authorized Signatory

## FULL AND FINAL RELEASE

**IN CONSIDERATION OF** the payment of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, received from or on behalf of Trans Global Partners HK Limited aka Trans Global Partners Limited (H.K.) (together with their directors, officers, shareholders, respective successors, assigns, heirs, trustees, estate trustees and legal representatives including the directors and officers and each of their respective successors, assigns, heirs, trustees, estate trustees and legal representatives that served on each of the subsidiary companies collectively defined as the Corporations (as that term is defined under the applicable Transaction), (collectively the “**Releasees**” and individually a “**Releasee**”), the receipt and sufficiency of which is hereby irrevocably acknowledged, and in accordance with and subject to the terms of the various share purchase agreements entered into by and between the undersigned, and all related agreements, schedules, and other materials executed in the course of completing the transaction on June 4, 2024 (collectively the “**Transactions**” and individually a “**Transaction**”), the undersigned, First Global Financial Corp. and 2630306 Ontario Inc. o/a Paybank Financial (the “**Releasors**”) do hereby irrevocably, unconditionally and fully release, remise and forever discharge the Releasees of and from any and all claims, demands, actions, causes of action, proceedings, suits, debts, duties, accounts claims over, losses, injuries, undertakings, damages, costs, interest, covenants, obligations and liabilities of every nature and kind, whatsoever and howsoever arising, based in law or in equity, which the Releasors ever had, now have or may hereafter have, whether known or unknown, matured or unmatured, absolute or contingent, for or by any reason or any cause, matter or thing existing up to the date hereof, including but not limited for, by reason of or in connection with the Transactions entered into between the parties, and any cause, matter or thing in any way relating thereto, excluding any items for which the Releasees has agreed in the course of the Transactions to indemnify the Releasors (collectively, the “**Released Claims**”).

**AND FOR THE SAID CONSIDERATON** the Releasors covenants and agrees not to directly or indirectly make any claim or commence any proceedings against any other person, firm, partnership, business or corporation who or which might claim contribution or indemnity or other relief from the Releasees, under the provisions of any statute or otherwise.

**AND FOR THE SAID CONSIDERATION** the Releasors represent and warrant that they have not assigned to any person or corporation any of the Released Claims and waives and relinquishes any right or benefit which the undersigned may have under law or under any other jurisdiction to the fullest extent that it may lawfully waive such rights and benefits pertaining to the subject matter of the release herein. In that regard, the undersigned further acknowledges that its solicitor may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of the release herein, and that it is each of the undersigned’s intention, fully, finally and forever to settle and release all of its possible claims with respect to the matters which are the subject matter of the release herein. It is expressly understood that notwithstanding the discovery or existence of any such additional or different claims or facts, this release shall be and remain in full force and effect as full and complete release with respect to the released claims herein. The undersigned further acknowledges that the Releasees has each not made any representation of any kind or character whatsoever in order to induce the execution of this Release.

**AND IT IS HEREBY DECLARED, CONFIRMED AND ACKNOWLEDGED** that the Releasors have read and understand the terms of this Release, have had the benefit of independent legal advice regarding this Release, and have not been induced to execute this Release by reason of any representation or warranty or any nature or kind whatsoever, and that there is no condition, express or implied, or collateral agreement affecting this Release, except for provided in the Transaction documents or herein.

**AND IT IS UNDERSTOOD AND AGREED** that this Release may be executed in separate counterparts and the delivery, receipt and execution of this Release by electronic transmission (by fax and/or email) shall be deemed good and sufficient as if executed and delivered in original form.

**THIS RELEASE** shall be governed by and construed in accordance with the laws of the Province of Ontario and applicable federal laws of Canada.

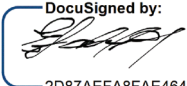
**THIS RELEASE** shall enure to the benefit of and be binding upon the heirs and legal personal representatives of the undersigned and the successors, assigns, heirs and legal personal representatives of the Releasees respectively.

**THIS RELEASE** shall be amended accordingly in the event that any one or more of the provisions of this Release shall be declared invalid, illegal, or unenforceable in any respect, it being understood that the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

[signature page follows]

**IN WITNESS WHEREOF** the Releasors have executed this Full and Final Release this 4<sup>th</sup> day of June, 2024.

**First Global Financial Corp.**

By:   
2D87AEFA8FAE464  
Name: Elena Salvatore  
A.S.O

**2630306 Ontario Inc. o/a Paybank  
Financial**

By:   
90745ED92A924C4  
Name: Behzad Pilehver  
A.S.O

# APPENDIX 21

**SHARE PURCHASE AGREEMENT**

**THIS SHARE PURCHASE AGREEMENT** (the "Agreement") made and entered into this 4th day of June, 2024,

**BETWEEN:**

**PAULINE HOFFNER**, an individual resident in the province of Ontario (the "**Seller**")

OF THE FIRST PART

and

**FIRST GLOBAL FINANCIAL CORP.**, a corporation duly incorporated under the laws of Ontario (the "**Purchaser**")

OF THE SECOND PART

and

**TGP PROPERTY MANAGEMENT INC.**, a corporation duly incorporated under the Laws of Ontario (the "**Corporation**")

OF THE THIRD PART

**RECITALS:**

**WHEREAS** the Seller is the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the capital stock of the Corporation (the "**Purchased Shares**").

**AND WHEREAS** the Seller desires to sell the Purchased Shares and the Purchaser desires to purchase the Purchased Shares from the Seller.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree with each other as follows:

## 1. Purchase and Sale

- a. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).
- b. The Seller agrees to sell, and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in Purchased Shares for an aggregate purchase price of one million five hundred thousand (\$1,500,000.00) (the "**Purchase Price**").
- c. The Purchase Price shall be paid in full on Closing (as defined herein) by delivery of a promissory note, secured by a pledge.

## 2. Representations and Warranties of the Seller

The Seller warrants and represents to the Purchaser as follows:

- a. The Vendor is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

## 3. Representations and Warranties of the Purchaser

The Purchaser warrants and represents to the Seller as follows:

- a. The Purchaser would not be recognized as an issuer, insider, affiliate, or associate of the Corporation as defined or recognized under applicable securities laws and regulations.
- b. The Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).
- c. The Purchaser is not bound by any agreement that would prevent any transactions connected with this Agreement.
- d. There is no legal action or suit pending against any party, to the knowledge of the Purchaser, that would materially affect this Agreement.
- e. The Purchaser is relying entirely and solely upon its own inspection and investigation with respect to the Corporation.

## 4. Closing

The closing of the purchase and sale of the Purchased Shares (the "Closing") will take place on June 4, 2024 (the "Closing Date") virtually by electronic means or by such other means and at such place as may be agreed to in writing by the parties. At Closing and upon the Purchaser delivering the promissory note and security to the Seller in accordance with Section 1b, the Seller will deliver to the Purchaser duly executed transfers of the Purchased Shares.

#### 5. **Finder's Fees**

No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.

All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

#### 6. **Dividends**

Any dividends earned by the Purchased Shares and payable before the Closing of this Agreement will belong to the Seller and any dividends earned by the Purchased Shares being sold to the Purchaser and payable after the Closing of this Agreement will belong to the Purchaser (if declared by the board of directors).

Any rights to vote attached to the Purchased Shares will belong to the Seller before the Closing and will belong to the Purchaser after the Closing.

#### 7. **Governing Law**

The Purchaser and the Seller submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario.

#### 8. **Miscellaneous**

(a) Time is of the essence in this Agreement.

(b) This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

(c) All warrants and representations of the Seller and the Purchaser connected with this Agreement will survive the Closing.

(d) This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.

(e) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

(f) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

(g) This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

(h) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Seller and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.

(i) All notices, requests, demands or other communications required or permitted to be given by or on behalf of one Party to or on behalf of another party under this Agreement (each, a "Notice") shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by electronic mail (no bounce back) or delivered by

registered mail, postage prepaid, addressed as follows: delivered personally to an officer or director of such party or to such other address or electronic mail address of which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address; provided, however, that if such day is not a Business Day, or if the Notice is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the 5th Business Day following the date of its mailing. Any Notice transmitted by email shall be deemed to have been given and received on the day in which transmission is sent (no bounce back); provided, however, that if such day is not a Business Day or if the email transmission is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. For the purposes of this section, "Business Day" means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of Toronto, Ontario are not open for business during normal banking hours.

(j) All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

**[Signature page follows]**

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date first written above.

**TGP PROPERTY MANAGEMENT INC.**

DocuSigned by:

*Pauline Hoffner*

E285F08D4F4A45A...

Per: Pauline Hoffner (Director)

I have authority to bind the Corporation.

**FIRST GLOBAL FINANCIAL CORP.**

DocuSigned by:

*Elena Salvatore*

2D67AEFA0FAE404...

Per: Elena Salvatore

I have authority to bind the Corporation.

DocuSigned by:

*Pauline Hoffner*

E285F08D4F4A45A...

**PAULINE HOFFNER**

# APPENDIX 22



## Profile Report

TGP PROPERTY MANAGEMENT INC. as of April 27, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TGP PROPERTY MANAGEMENT INC.
Ontario Corporation Number (OCN)	2619170
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 06, 2018
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1  
Maximum Number of Directors 5

**Active Director(s)**

**Name** PAULINE HOFFNER  
**Address for Service** 77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5,  
Canada  
**Resident Canadian** Yes  
**Date Began** February 06, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Officer(s)**

**Name**

PAULINE HOFFNER

**Position**

President

**Address for Service**

77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5,  
Canada

**Date Began**

February 06, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Corporate Name History**

**Name**

TGP PROPERTY MANAGEMENT INC.

**Effective Date**

February 06, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: PAULINE HOFFNER	June 11, 2024
Annual Return - 2023 PAF: PAULINE HOFFNER	June 11, 2024
Annual Return - 2020 PAF: PAULINE HOFFNER	June 11, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
Annual Return - 2019 PAF: PAULINE HOFFNER - DIRECTOR	June 14, 2020
Annual Return - 2018 PAF: PAULINE HOFFNER - DIRECTOR	June 14, 2020
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	August 09, 2019
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	January 21, 2019
BCA - Articles of Incorporation	February 06, 2018

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

# APPENDIX 23

**SHARE PURCHASE AGREEMENT**

**THIS SHARE PURCHASE AGREEMENT** (the "Agreement") made and entered into this 4th day of June, 2024,

**BETWEEN:**

**RANDY HOFFNER**, an individual resident in the province of Ontario (the "**Seller**")

OF THE FIRST PART

and

**FIRST GLOBAL FINANCIAL CORP.**, a corporation duly incorporated under the laws of Ontario (the "**Purchaser**")

OF THE SECOND PART

and

**1837732 ONTARIO LIMITED**, a corporation duly incorporated under the Laws of Ontario (the "**Corporation**")

OF THE THIRD PART

**RECITALS:**

**WHEREAS** the Seller is the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the capital stock of the Corporation (the "**Purchased Shares**").

**AND WHEREAS** the Seller desires to sell the Purchased Shares and the Purchaser desires to purchase the Purchased Shares from the Seller.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree with each other as follows:

## 1. Purchase and Sale

- a. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).
- b. The Seller agrees to sell, and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in Purchased Shares for an aggregate purchase price of one million five hundred thousand dollars (\$1,500,000.00) (the "**Purchase Price**").
- c. The Purchase Price shall be paid in full on Closing (as defined herein) by delivery of a promissory note, secured by a pledge.

## 2. Representations and Warranties of the Seller

The Seller warrants and represents to the Purchaser as follows:

- a. The Vendor is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

## 3. Representations and Warranties of the Purchaser

The Purchaser warrants and represents to the Seller as follows:

- a. The Purchaser would not be recognized as an issuer, insider, affiliate, or associate of the Corporation as defined or recognized under applicable securities laws and regulations.
- b. The Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).
- c. The Purchaser is not bound by any agreement that would prevent any transactions connected with this Agreement.
- d. There is no legal action or suit pending against any party, to the knowledge of the Purchaser, that would materially affect this Agreement.
- e. The Purchaser is relying entirely and solely upon its own inspection and investigation with respect to the Corporation.

## 4. Closing

The closing of the purchase and sale of the Purchased Shares (the "Closing") will take place on June 4<sup>th</sup>, 2024 (the "Closing Date") virtually by electronic means or by such other means and at such place as may be agreed to in writing by the parties. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller in accordance with Section 1b, the Seller will deliver to the Purchaser duly executed transfers of the Purchased Shares.

#### 5. **Finder's Fees**

No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.

All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

#### 6. **Dividends**

Any dividends earned by the Purchased Shares and payable before the Closing of this Agreement will belong to the Seller and any dividends earned by the Purchased Shares being sold to the Purchaser and payable after the Closing of this Agreement will belong to the Purchaser (if declared by the board of directors).

Any rights to vote attached to the Purchased Shares will belong to the Seller before the Closing and will belong to the Purchaser after the Closing.

#### 7. **Governing Law**

The Purchaser and the Seller submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario.

#### 8. **Miscellaneous**

(a) Time is of the essence in this Agreement.

(b) This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

(c) All warrants and representations of the Seller and the Purchaser connected with this Agreement will survive the Closing.

(d) This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.

(e) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

(f) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

(g) This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

(h) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Seller and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.

(i) All notices, requests, demands or other communications required or permitted to be given by or on behalf of one Party to or on behalf of another party under this Agreement (each, a "Notice") shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by electronic mail (no bounce back) or delivered by


registered mail, postage prepaid, addressed as follows: delivered personally to an officer or director of such party or to such other address or electronic mail address of which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address; provided, however, that if such day is not a Business Day, or if the Notice is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the 5th Business Day following the date of its mailing. Any Notice transmitted by email shall be deemed to have been given and received on the day in which transmission is sent (no bounce back); provided, however, that if such day is not a Business Day or if the email transmission is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. For the purposes of this section, "Business Day" means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of Toronto, Ontario are not open for business during normal banking hours.

(j) All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

**[Signature page follows]**

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date first written above.


**1837732 ONTARIO LIMITED**

DocuSigned by:  
  
2A5578C472D14EA...

Per: Randy Hoffner (Director)

I have authority to bind the Corporation.

**FIRST GLOBAL FINANCIAL CORP.**

DocuSigned by:  
  
2D87AEFA8FAE464...

Per: Elena Salvatore

I have authority to bind the Corporation.

DocuSigned by:  
  
2A5578C472D14EA...  
**RANDY HOFFNER**

# APPENDIX 24



## Profile Report

1837732 ONTARIO LIMITED as of April 27, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1837732 ONTARIO LIMITED
Ontario Corporation Number (OCN)	1837732
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 24, 2011
Registered or Head Office Address	212 Brookfield Avenue, Burlington, Ontario, L7N 1T8, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1  
Maximum Number of Directors 10

**Active Director(s)**

**Name** RANDY HOFFNER  
**Address for Service** 77 City Centre Drive, 602, Mississauga, Ontario, L5B1M5,  
Canada  
**Resident Canadian** Yes  
**Date Began** January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Officer(s)**

**Name** PAULINE HOFFNER  
**Position** Secretary  
**Address for Service** 212 Brookfield Avenue, Burlington, Ontario, L7N1T8,  
Canada  
**Date Began** August 01, 2022

**Name** RANDY HOFFNER  
**Position** President  
**Address for Service** 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B  
1M5, Canada  
**Date Began** January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Corporate Name History**

**Name**

1837732 ONTARIO LIMITED

**Effective Date**

February 24, 2011

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 11, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 11, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 11, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	June 11, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	June 11, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 11, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: Randy HOFFNER	August 03, 2022
CIA - Notice of Change PAF: Randy HOFFNER	January 04, 2022
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	August 27, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	August 27, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	March 21, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 11, 2015
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	October 11, 2014
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	May 13, 2014
CIA - Requirement to File 7	May 02, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
Annual Return - 2011 PAF: DAN LANE - DIRECTOR	March 24, 2012
CIA - Initial Return PAF: DAN LANE - DIRECTOR	May 11, 2011
BCA - Articles of Incorporation	February 24, 2011

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

# APPENDIX 25

**PROMISSORY NOTE**

<b>Principal Amount</b>	\$7,000,000.00 (the “ <b>Principal Amount</b> ”)
<b>Term:</b>	Due August 3, 2024
<b>Payment:</b>	On or before August 3, 2024.
<b>Debtor:</b>	First Global Financial Corp. (the “ <b>Debtor</b> ”)
<b>Creditor:</b>	Trans Global Partners Limited (the “ <b>Creditor</b> ”)

---

**1. PROMISE TO PAY**

For value received, the undersigned, the Debtor, promises to pay to the order of the Creditor, a sum of SEVEN MILLION dollars (\$7,000,000.00) in lawful money of Canada. The entire principal shall be full and immediately payable on or before August 3, 2024, unless renewed or extended by mutual written agreement of the parties in exchange for \$500,000.00 extended/renewal fee. This Promissory Note shall be interest free unless default occurs herein at which time interest shall be charged at 26.82% per annum (calculated semi-annually not in advance) from the date of default.

In no event shall the aggregate “interest” (as defined in Section 347 (the “**Criminal Code Section**”) of the *Criminal Code* (Canada)) payable to the Creditor under this Promissory Note exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, collection or demand pursuant to this Promissory Note in respect of such "interest" is determined to be contrary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Creditor and undersigned and such "interest" shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in the receipt by the Creditor of interest at a rate not in contravention of the Criminal Code Section.

Each interest rate which is calculated under this Promissory Note on any basis other than a full calendar year (the "deemed interest period") is, for the purposes of the *Interest Act* (Canada), equivalent to a yearly rate calculated by dividing such interest rate by the actual number of days in the deemed interest period, then multiplying such result by the actual number of days in the calendar year (365 or 366).

**2. SECURITY FOR LOAN**

The Creditor and Debtor agree that the Debtor shall at the time of signing this Promissory Note, (i) deliver a collateral charge in the Principal Amount as against the property known as 11720 Highway 27, Vaughan, Ontario (“**Highway 27**”) and (ii) an executed share pledge agreement

pledging all of the issued and outstanding shares in each of TGP Canada Management Inc. and Titan Shield Inc., each in forms agreed upon by the parties hereto, acting reasonably.

All collateral security issued to the Creditor or any other party in connection with this Promissory Note shall be forthwith discharged upon payment in full of all sums owing hereunder, all the sole cost and expense of the Debtor.

### **3. PREPAYMENT**

When not in default under this Promissory Note, the Debtor shall be entitled to prepay all or any portion of the Principal Amount owing without bonus or penalty provided that any prepayment shall be applied firstly in satisfaction of any accrued and unpaid interest which is due and payable and any interest thereon, and then the remaining portion of such amount shall be applied in satisfaction of the Principal Amount owing hereunder in inverse order of maturity.

### **4. USE OF PROCEEDS AND COVENANTS OF PAYOR AND OBLIGATIONS**

As a condition by the Creditor extending credit to the Debtor and in consideration of the Debtor delivering this Promissory Note, the Debtor hereby covenants and agrees that until the entire Principal Amount and any and all fees, costs, charges and expenses payable pursuant to this Promissory Note have been paid in full, the Debtor shall not, without the Creditor's prior written consent sell, transfer or encumber its assets or property and in any such event the balance remaining hereunder shall forthwith become due and payable.

Debtor shall provide the Creditor with such additional financial information as the Creditor may reasonably request from time to time including interim financial statements and bank records to verify its ongoing creditworthiness.

### **5. DEFAULT; COSTS**

Upon the occurrence of an event of default as set out in section 7 below, the Debtor agrees to pay all costs and expenses incurred by the Creditor in collecting any amount due under this Promissory Note and in enforcing its rights hereunder and under any security granted or issued to the Creditor by the Debtor including, without limitation, the fees and disbursements of the Creditor's solicitor on a substantial indemnity basis (all of the foregoing being referred to herein as the "Costs"). Any Costs that are not paid immediately by the Debtor shall be added to the Principal Amount and shall bear interest at the interest rate set out herein.

This Promissory Note shall take effect as a sealed instrument and be enforced in accordance with the laws of Ontario. All parties to this Promissory Note waive presentment, notice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this Promissory Note.

### **6. ACCELERATION UPON DEFAULT**

Upon the occurrence of an event of default as set forth in section 7 below, the entire unpaid portion

of the Principal Amount and all accrued interest, fees, costs, charges and expenses shall, at the option of the Creditor, automatically become immediately due and payable.

## 7. EVENTS OF DEFAULT

All amounts due under this Promissory Note shall, at the option of the Creditor, immediately become due and payable without any notice to the Debtor, if anyone or more of the following events of default has occurred and is continuing:

- a. the Debtor fails to make payment when due of the Principal Amount outstanding or of any accrued interest and such default remains unremedied for more than seven (7) days after the date payment was required to be made;
- b. the Debtor fails to observe or perform any of the Debtor's other obligations or covenants under this Promissory Note and such default continues for five (5) days after notice thereof from the Creditor to the Debtor;
- c. if a writ of execution, garnishment or attachment or similar process is issued or levied against the Debtor or their property and such writ, execution, garnishment, attachment or similar process is not released, bonded, satisfied, discharged, vacated or stayed within seven (7) days after its entry, commencement or levy;
- d. if the Debtor commits an act of bankruptcy, becomes insolvent, goes into liquidation, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; if a bankruptcy petition is filed or presented against the Debtor and is not actively contested in good faith by appropriate proceedings and discharged within five (5) days or if a custodian, sequestrator, receiver, receiver and manager or any other officer with similar powers is appointed in respect of the Debtor or for any part of the property thereof which, in the reasonable opinion of the Creditor, is a substantial part;
- e. if the Debtor makes a general assignment for the benefit of its creditors or attends to the sale of all or substantially all of its property or assets;
- f. if an encumbrancer takes possession of a substantial part of the Debtor's business or if a distress or execution or any similar process is enforced against a substantial part of the Debtor's business and remains unsatisfied for so long as would permit any part of such property to be sold thereunder;
- g. if any representation or warranty contained herein or made in any certificate, financial statements or other document delivered to the Creditor shall have been found to be false or incorrect in any material respect as of its date of making and such defect cannot be rectified to the satisfaction of the Creditor within five (5) days after delivery of written notice thereof to the Debtor;
- h. the Debtor admits in writing its inability generally to pay its debts as they become due;

- i. the Debtor ceases or threatens to cease to carry on its business as a going concern or has a resolution passed or if a petition is filed or order made for its winding-up, liquidation or dissolution, or the Payor seeks, consents to or becomes subject to the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (regardless of whether any other event described in this sentence has occurred); or
- j. if the Creditor is of the reasonable opinion that there appears to be a material deterioration in the financial condition of the Debtor or any related/association corporation.

#### **8. WAIVER BY THE DEBTOR**

The Debtor waives demand, presentment for payment, notice of non-payment, notice of dishonor, notice of acceleration, and notice of protest or further notice of any kind of this Promissory Note. The Debtor also waives the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any setoffs or counterclaims which the Debtor may have against the Creditor.

#### **9. NO WAIVER BY THE CREDITOR**

Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Creditor to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Creditor of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Creditor further exercise of such right or remedy or any other right or remedy.

#### **10. AMENDMENT; TIME IS OF THE ESSENCE; ASSURANCES**

This Promissory Note may not be amended except pursuant to a written instrument executed by the Creditor and the Debtor.

Time is expressly made of the essence with respect to each and every term and provision of this Promissory Note.

The Debtor shall, upon request and at its expense, properly execute and deliver to the Creditor all such other and further documents, agreements, opinions, certificates and instruments required to comply with or accomplish its obligations under this Promissory Note.

#### **11. COMPLIANCE WITH DIRECTIONS**

The Creditor may at any time direct the Debtor to make any payment which is due and payable hereunder or to become due and payable hereunder to any person and the Debtor shall comply with such direction. The Debtor shall, upon the written demand of the Creditor, confirm to any third party specified by the Creditor that such direction has been received and that no prepayments have been made hereunder and that the Debtor has not been directed to make payments hereunder to any other person.

## 12. NOTICES AND DEMANDS

Any demand or notice to be made or given in connection with this promissory note shall be in writing and shall be personally delivered to the Debtor or to the Creditor or sent by other direct electronic means, as the case may be, set opposite its name or to such other address or addresses or e-mail addresses as the Debtor or Creditor hereto may from time to time designate to the other in accordance with this provision. Any demand or notice which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Any demand or notice which is transmitted by direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

If to the Creditor:

77 City Centre Drive, Suite 602, Mississauga,  
Ontario L5B 1M5

If to the Debtor: PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2

## 13. GOVERNING LAW AND SUCCESSORS

This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Creditor and its successors and assigns, as the case may be, and shall be binding on the Debtor and their estate trustee(s), and successors.

## 14. APPLICATION OF THE LIMITATION PERIOD

The Creditor and the Debtor hereby acknowledge and agree that the two (2) year limitation period promulgated by the *Limitations Act*, 2002 (Ontario) as amended from time to time, shall not commence or begin to run in respect of this Promissory Note until such time as default is committed by the Debtor hereunder, after having received a demand for payment by the Creditor hereof, and that this provision constitutes a variation or exclusion of the two (2) year limitation prescribed by the *Limitations Act*, 2002 (Ontario), in accordance with section 22 thereof.

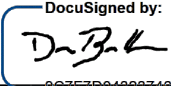
The Creditor and the Debtor further hereby acknowledge and agree that any acknowledgement by the Debtor of this Promissory Note, or the amount owing hereunder, in writing and signed by the Debtor, shall re-commence the two-year limitation period prescribed by the *Limitations Act*, 2002 (Ontario), pursuant to section 13 thereof. The Creditor and the Debtor hereby agree that this Note constitutes a "business agreement" as such term is defined by such statute.

**15. INVALIDITY, ETC.**

Each of the provisions contained in this Promissory Note is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Promissory Note.

**IN WITNESS WHEREOF** the Debtors has executed this Promissory Note effective as of June 4, 2024.

Executed in the presence of

DocuSigned by:  
  
9C7F7D043237461...  
Solicitor: David Badham

) **FIRST GLOBAL FINANCIAL CORP.**

)  
)  
) DocuSigned by:  
  
) By: 2B87AEFA8FAE464...  
) Name: Elena Salvatore  
) Title: President

I have authority to bind the corporation.

**PROMISSORY NOTE**

<b>Principal Amount</b>	\$1,500,000.00 (the “ <b>Principal Amount</b> ”)
<b>Term:</b>	Due August 3, 2024
<b>Payment:</b>	On or before August 3, 2024.
<b>Debtor:</b>	First Global Financial Corp. (the “ <b>Debtor</b> ”)
<b>Creditor:</b>	Randy Hoffner (the “ <b>Creditor</b> ”)

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**1. PROMISE TO PAY**

For value received, the undersigned, the Debtor, promises to pay to the order of the Creditor, a sum of ONE MILLION AND FIVE HUNDRED THOUSAND dollars (\$1,500,000.00) in lawful money of Canada. The entire principal shall be full and immediately payable on or before August 3, 2024, unless renewed or extended by mutual written agreement of the parties in exchange for \$500,000.00 extended/renewal fee. This Promissory Note shall be interest free unless default occurs herein at which time interest shall be charged at 26.82% per annum (calculated semi-annually not in advance) from the date of default.

In no event shall the aggregate “interest” (as defined in Section 347 (the “**Criminal Code Section**”) of the *Criminal Code* (Canada)) payable to the Creditor under this Promissory Note exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, collection or demand pursuant to this Promissory Note in respect of such "interest" is determined to be contrary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Creditor and undersigned and such "interest" shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in the receipt by the Creditor of interest at a rate not in contravention of the Criminal Code Section.

Each interest rate which is calculated under this Promissory Note on any basis other than a full calendar year (the "deemed interest period") is, for the purposes of the *Interest Act* (Canada), equivalent to a yearly rate calculated by dividing such interest rate by the actual number of days in the deemed interest period, then multiplying such result by the actual number of days in the calendar year (365 or 366)

**2. SECURITY FOR LOAN**

The Creditor and Debtor agree that the Debtor shall at the time of signing this Promissory Note, (i) deliver a collateral charge in the Principal Amount as against the property known as 11720 Highway 27, Vaughan, Ontario (“**Highway 27**”) and (ii) an executed share pledge agreement

pledging all of the issued and outstanding shares in TGP Canada Management Inc. and Titan Shield Inc., each in forms agreed upon by the parties hereto acting reasonably.

### **3. PREPAYMENT**

When not in default under this Promissory Note, the Debtor shall be entitled to prepay all or any portion of the Principal Amount owing without bonus or penalty provided that any prepayment shall be applied firstly in satisfaction of any accrued and unpaid interest which is due and payable and any interest thereon, and then the remaining portion of such amount shall be applied in satisfaction of the Principal Amount owing hereunder in inverse order of maturity.

### **4. USE OF PROCEEDS AND COVENANTS OF PAYOR AND OBLIGATIONS**

As a condition by the Creditor extending credit to the Debtor and in consideration of the Debtor delivering this Promissory Note, the Debtor hereby covenants and agrees that until the entire Principal Amount and any and all fees, costs, charges and expenses payable pursuant to this Promissory Note have been paid in full, the Debtor shall not, without the Creditor's prior written consent sell, transfer or encumber its assets or property and in any such event the balance remaining hereunder shall forthwith become due and payable.

Debtor shall provide the Creditor with such additional financial information as the Creditor may reasonably request from time to time including interim financial statements and bank records to verify its ongoing creditworthiness.

### **5. DEFAULT; COSTS**

Upon the occurrence of an event of default as set out in section 7 below, the Debtor agrees to pay all costs and expenses incurred by the Creditor in collecting any amount due under this Promissory Note and in enforcing its rights hereunder and under any security granted or issued to the Creditor by the Debtor including, without limitation, the fees and disbursements of the Creditor's solicitor on a substantial indemnity basis (all of the foregoing being referred to herein as the "Costs"). Any Costs that are not paid immediately by the Debtor shall be added to the Principal Amount and shall bear interest at the interest rate set out herein. This Promissory Note shall take effect as a sealed instrument and be enforced in accordance with the laws of Ontario. All parties to this Promissory Note waive presentment, notice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this Promissory Note.

### **6. ACCELERATION UPON DEFAULT**

Upon the occurrence of an event of default as set forth in section 7 below, the entire unpaid portion of the Principal Amount and all accrued interest, fees, costs, charges and expenses shall, at the option of the Creditor, automatically become immediately due and payable.

### **7. EVENTS OF DEFAULT**

All amounts due under this Promissory Note shall, at the option of the Creditor, immediately

become due and payable without any notice to the Debtor, if anyone or more of the following events of default has occurred and is continuing:

- a. the Debtor fails to make payment when due of the Principal Amount outstanding or of any accrued interest and such default remains unremedied for more than seven (7) days after the date payment was required to be made;
- b. the Debtor fails to observe or perform any of the Debtor's other obligations or covenants under this Promissory Note and such default continues for five (5) days after notice thereof from the Creditor to the Debtor;
- c. if a writ of execution, garnishment or attachment or similar process is issued or levied against the Debtor or their property and such writ, execution, garnishment, attachment or similar process is not released, bonded, satisfied, discharged, vacated or stayed within seven (7) days after its entry, commencement or levy;
- d. if the Debtor commits an act of bankruptcy, becomes insolvent, goes into liquidation, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; if a bankruptcy petition is filed or presented against the Debtor and is not actively contested in good faith by appropriate proceedings and discharged within five (5) days or if a custodian, sequestrator, receiver, receiver and manager or any other officer with similar powers is appointed in respect of the Debtor or for any part of the property thereof which, in the reasonable opinion of the Creditor, is a substantial part;
- e. if the Debtor makes a general assignment for the benefit of its creditors or attends to the sale of all or substantially all of its property or assets;
- f. if an encumbrancer takes possession of a substantial part of the Debtor's business or if a distress or execution or any similar process is enforced against a substantial part of the Debtor's business and remains unsatisfied for so long as would permit any part of such property to be sold thereunder; or
- g. if any representation or warranty contained herein or made in any certificate, financial statements or other document delivered to the Creditor shall have been found to be false or incorrect in any material respect as of its date of making and such defect cannot be rectified to the satisfaction of the Creditor within five (5) days after delivery of written notice thereof to the Debtor.
- h. the Debtor admits in writing its inability generally to pay its debts as they become due;
- i. the Debtor ceases or threatens to cease to carry on its business as a going concern or has a resolution passed or if a petition is filed or order made for its winding-up, liquidation or dissolution, or the Payor seeks, consents to or becomes subject to the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (regardless of whether any other event described in this sentence has occurred); or

- j. if the Creditor is of the reasonable opinion that there appears to be a material deterioration in the financial condition of the Debtor or any related/association corporation.

## **8. WAIVER BY THE DEBTOR**

The Debtor waives demand, presentment for payment, notice of non-payment, notice of dishonor, notice of acceleration, and notice of protest or further notice of any kind of this Promissory Note. The Debtor also waives the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any setoffs or counterclaims which the Debtor may have against the Creditor.

## **9. NO WAIVER BY THE CREDITOR**

Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Creditor to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Creditor of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Creditor further exercise of such right or remedy or any other right or remedy.

## **10. AMENDMENT; TIME IS OF THE ESSENCE; ASSURANCES**

This Promissory Note may not be amended except pursuant to a written instrument executed by the Creditor and the Debtor.

Time is expressly made of the essence with respect to each and every term and provision of this Promissory Note.

The Debtor shall, upon request and at its expense, properly execute and deliver to the Creditor all such other and further documents, agreements, opinions, certificates and instruments required to comply with or accomplish its obligations under this Promissory Note.

## **11. COMPLIANCE WITH DIRECTIONS**

The Creditor may at any time direct the Debtor to make any payment which is due and payable hereunder or to become due and payable hereunder to any person and the Debtor shall comply with such direction. The Debtor shall, upon the written demand of the Creditor, confirm to any third party specified by the Creditor that such direction has been received and that no prepayments have been made hereunder and that the Debtor has not been directed to make payments hereunder to any other person.

## **12. NOTICES AND DEMANDS**

Any demand or notice to be made or given in connection with this promissory note shall be in

writing and shall be personally delivered to the Debtor or to the Creditor or sent by other direct electronic means, as the case may be, set opposite its name or to such other address or addresses or e-mail addresses as the Debtor or Creditor hereto may from time to time designate to the other in accordance with this provision. Any demand or notice which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Any demand or notice which is transmitted by direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

If to the Creditor:

77 City Centre Drive, Suite 602, Mississauga,  
Ontario L5B 1M5

If to the Debtor: PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2

### **13. GOVERNING LAW AND SUCCESSORS**

This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Creditor and its successors and assigns, as the case may be, and shall be binding on the Debtor and their estate trustee(s), and successors.

### **14. APPLICATION OF THE LIMITATION PERIOD**

The Creditor and the Debtor hereby acknowledge and agree that the two (2) year limitation period promulgated by the *Limitations Act, 2002* (Ontario) as amended from time to time, shall not commence or begin to run in respect of this Promissory Note until such time as default is committed by the Debtor hereunder, after having received a demand for payment by the Creditor hereof, and that this provision constitutes a variation or exclusion of the two (2) year limitation prescribed by the *Limitations Act, 2002* (Ontario), in accordance with section 22 thereof.

The Creditor and the Debtor further hereby acknowledge and agree that any acknowledgement by the Debtor of this Promissory Note, or the amount owing hereunder, in writing and signed by the Debtor, shall re-commence the two-year limitation period prescribed by the *Limitations Act, 2002* (Ontario), pursuant to section 13 thereof. The Creditor and the Debtor hereby agree that this Note constitutes a "business agreement" as such term is defined by such statute.

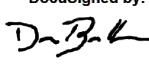
### **15. INVALIDITY, ETC.**

Each of the provisions contained in this Promissory Note is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of

competent jurisdiction shall not affect the validity or enforceability of any other provision of this Promissory Note.

**IN WITNESS WHEREOF** the Debtors has executed this Promissory Note effective as of June 4, 2024.

Executed in the presence of

DocuSigned by:  
  
9C7E7D043237481...  
Solicitor: David Badham

) **FIRST GLOBAL FINANCIAL CORP.**

)  
)  
) By:   
2D87AEFA8FAE464...  
) Name: Elena Salvatore  
) Title: President

I have authority to bind the corporation.

**PROMISSORY NOTE**

<b>Principal Amount</b>	\$1,500,000.00 (the “ <b>Principal Amount</b> ”)
<b>Term:</b>	Due June 11, 2024
<b>Payment:</b>	On or before June 11, 2024.
<b>Debtor:</b>	First Global Financial Corp. (the “ <b>Debtor</b> ”)
<b>Creditor:</b>	Pauline Hoffner (the “ <b>Creditor</b> ”)

---

**1. PROMISE TO PAY**

For value received, the undersigned, the Debtor, promises to pay to the order of the Creditor, a sum of ONE MILLION AND FIVE HUNDRED THOUSAND dollars (\$1,500,000.00) in lawful money of Canada. The entire principal shall be full and immediately payable on or before June 11, 2024, unless renewed or extended by mutual written agreement of the parties in exchange for \$500,000.00 extended/renewal fee. This Promissory Note shall be interest free unless default occurs herein at which time interest shall be charged at 26.82% per annum (calculated semi-annually not in advance) from the date of default.

In no event shall the aggregate “interest” (as defined in Section 347 (the “**Criminal Code Section**”) of the *Criminal Code* (Canada)) payable to the Creditor under this Promissory Note exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, collection or demand pursuant to this Promissory Note in respect of such "interest" is determined to be contrary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Creditor and undersigned and such "interest" shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in the receipt by the Creditor of interest at a rate not in contravention of the Criminal Code Section.

Each interest rate which is calculated under this Promissory Note on any basis other than a full calendar year (the "deemed interest period") is, for the purposes of the *Interest Act* (Canada), equivalent to a yearly rate calculated by dividing such interest rate by the actual number of days in the deemed interest period, then multiplying such result by the actual number of days in the calendar year (365 or 366).

**2. SECURITY FOR LOAN**

The Creditor and Debtor agree that the Debtor shall at the time of signing this Promissory Note, (i) deliver a collateral charge in the Principal Amount as against the property known as 11720 Highway 27, Vaughan, Ontario (“**Highway 27**”) and (ii) an executed share pledge agreement

pledging all of the issued and outstanding shares in each of TGP Canada Management Inc. and Titan Shield Inc., each in forms agreed upon by the parties hereto acting reasonably.

All collateral security issued to the Creditor or any other party in connection with this Promissory Note shall be forthwith discharged upon payment in full of all sums owing hereunder, all the sole cost and expense of the Debtor.

### **3. PREPAYMENT**

When not in default under this Promissory Note, the Debtor shall be entitled to prepay all or any portion of the Principal Amount owing without bonus or penalty provided that any prepayment shall be applied firstly in satisfaction of any accrued and unpaid interest which is due and payable and any interest thereon, and then the remaining portion of such amount shall be applied in satisfaction of the Principal Amount owing hereunder in inverse order of maturity.

### **4. USE OF PROCEEDS AND COVENANTS OF PAYOR AND OBLIGATIONS**

As a condition by the Creditor extending credit to the Debtor and in consideration of the Debtor delivering this Promissory Note, the Debtor hereby covenants and agrees that until the entire Principal Amount and any and all fees, costs, charges and expenses payable pursuant to this Promissory Note have been paid in full, the Debtor shall not, without the Creditor's prior written consent sell, transfer or encumber its assets or property and in any such event the balance remaining hereunder shall forthwith become due and payable.

Debtor shall provide the Creditor with such additional financial information as the Creditor may reasonably request from time to time including interim financial statements and bank records to verify its ongoing creditworthiness.

### **5. DEFAULT; COSTS**

Upon the occurrence of an event of default as set out in section 7 below, the Debtor agrees to pay all costs and expenses incurred by the Creditor in collecting any amount due under this Promissory Note and in enforcing its rights hereunder and under any security granted or issued to the Creditor by the Debtor including, without limitation, the fees and disbursements of the Creditor's solicitor on a substantial indemnity basis (all of the foregoing being referred to herein as the "Costs"). Any Costs that are not paid immediately by the Debtor shall be added to the Principal Amount and shall bear interest at the interest rate set out herein.

This Promissory Note shall take effect as a sealed instrument and be enforced in accordance with the laws of Ontario. All parties to this Promissory Note waive presentment, notice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this Promissory Note.

### **6. ACCELERATION UPON DEFAULT**

Upon the occurrence of an event of default as set forth in section 7 below, the entire unpaid portion of the Principal Amount and all accrued interest, fees, costs, charges and expenses shall, at the

option of the Creditor, automatically become immediately due and payable.

## 7. EVENTS OF DEFAULT

All amounts due under this Promissory Note shall, at the option of the Creditor, immediately become due and payable without any notice to the Debtor, if anyone or more of the following events of default has occurred and is continuing:

- a. the Debtor fails to make payment when due of the Principal Amount outstanding or of any accrued interest and such default remains unremedied for more than seven (7) days after the date payment was required to be made;
- b. the Debtor fails to observe or perform any of the Debtor's other obligations or covenants under this Promissory Note and such default continues for five (5) days after notice thereof from the Creditor to the Debtor;
- c. if a writ of execution, garnishment or attachment or similar process is issued or levied against the Debtor or their property and such writ, execution, garnishment, attachment or similar process is not released, bonded, satisfied, discharged, vacated or stayed within seven (7) days after its entry, commencement or levy;
- d. if the Debtor commits an act of bankruptcy, becomes insolvent, goes into liquidation, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; if a bankruptcy petition is filed or presented against the Debtor and is not actively contested in good faith by appropriate proceedings and discharged within five (5) days or if a custodian, sequestrator, receiver, receiver and manager or any other officer with similar powers is appointed in respect of the Debtor or for any part of the property thereof which, in the reasonable opinion of the Creditor, is a substantial part;
- e. if the Debtor makes a general assignment for the benefit of its creditors attends to the sale of all or substantially all of its property or assets;
- f. if an encumbrancer takes possession of a substantial part of the Debtor's business or if a distress or execution or any similar process is enforced against a substantial part of the Debtor's business and remains unsatisfied for so long as would permit any part of such property to be sold thereunder;
- g. if any representation or warranty contained herein or made in any certificate, financial statements or other document delivered to the Creditor shall have been found to be false or incorrect in any material respect as of its date of making and such defect cannot be rectified to the satisfaction of the Creditor within five (5) days after delivery of written notice thereof to the Debtor;
- h. the Debtor admits in writing its inability generally to pay its debts as they become due;

- i. the Debtor ceases or threatens to cease to carry on its business as a going concern or has a resolution passed or if a petition is filed or order made for its winding-up, liquidation or dissolution, or the Payor seeks, consents to or becomes subject to the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (regardless of whether any other event described in this sentence has occurred); or
- j. if the Creditor is of the reasonable opinion that there appears to be a material deterioration in the financial condition of the Debtor or any related/association corporation.

## **8. WAIVER BY THE DEBTOR**

The Debtor waives demand, presentment for payment, notice of non-payment, notice of dishonor, notice of acceleration, and notice of protest of this Promissory Note. The Debtor also waives the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any setoffs or counterclaims which the Debtor may have against the Creditor.

## **9. NO WAIVER BY THE CREDITOR**

Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Creditor to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Creditor of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Creditor further exercise of such right or remedy or any other right or remedy.

## **10. AMENDMENT; TIME IS OF THE ESSENCE; ASSURANCES**

This Promissory Note may not be amended except pursuant to a written instrument executed by the Creditor and the Debtor.

Time is expressly made of the essence with respect to each and every term and provision of this Promissory Note.

The Debtor shall, upon request and at its expense, properly execute and deliver to the Creditor all such other and further documents, agreements, opinions, certificates and instruments required to comply with or accomplish its obligations under this Promissory Note.

## **11. COMPLIANCE WITH DIRECTIONS**

The Creditor may at any time direct the Debtor to make any payment which is due and payable hereunder or to become due and payable hereunder to any person and the Debtor shall comply with such direction. The Debtor shall, upon the written demand of the Creditor, confirm to any third party specified by the Creditor that such direction has been received and that no prepayments have been made hereunder and that the Debtor has not been directed to make

payments hereunder to any other person.

## 12. NOTICES AND DEMANDS

Any demand or notice to be made or given in connection with this promissory note shall be in writing and shall be personally delivered to the Debtor or to the Creditor or sent by other direct electronic means, as the case may be, set opposite its name or to such other address or addresses or e-mail addresses as the Debtor or Creditor hereto may from time to time designate to the other in accordance with this provision. Any demand or notice which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Any demand or notice which is transmitted by direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

If to the Creditor:

77 City Centre Drive, Suite 602, Mississauga,  
Ontario L5B 1M5

If to the Debtor:

PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2

## 13. GOVERNING LAW AND SUCCESSORS

This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Creditor and its successors and assigns, as the case may be, and shall be binding on the Debtor and their estate trustee(s), and successors.

## 14. APPLICATION OF THE LIMITATION PERIOD

The Creditor and the Debtor hereby acknowledge and agree that the two (2) year limitation period promulgated by the *Limitations Act, 2002* (Ontario) as amended from time to time, shall not commence or begin to run in respect of this Promissory Note until such time as default is committed by the Debtor hereunder, after having received a demand for payment by the Creditor hereof, and that this provision constitutes a variation or exclusion of the two (2) year limitation prescribed by the *Limitations Act, 2002* (Ontario), in accordance with section 22 thereof.

The Creditor and the Debtor further hereby acknowledge and agree that any acknowledgement by the Debtor of this Promissory Note, or the amount owing hereunder, in writing and signed by the Debtor, shall re-commence the two-year limitation period prescribed by the *Limitations Act, 2002*

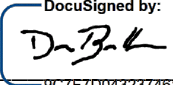
(Ontario), pursuant to section 13 thereof. The Creditor and the Debtor hereby agree that this Note constitutes a "business agreement" as such term is defined by such statute.

**15. INVALIDITY, ETC.**

Each of the provisions contained in this Promissory Note is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Promissory Note.

**IN WITNESS WHEREOF** the Debtors has executed this Promissory Note effective as of June 4, 2024.

Executed in the presence of

DocuSigned by:  
  
9C7F7D043237261...  
Solicitor: David Badham

) **FIRST GLOBAL FINANCIAL CORP.**

)  
)  
) By:   
2D87AEFA8FAE464...  
) Name: Elena Salvatore  
) Title: President

I have authority to bind the corporation.

# APPENDIX 26

## SHARE PLEDGE AGREEMENT

**THIS SHARE PLEDGE AGREEMENT** (as amended, modified, supplemented, restated or replaced from time to time, this "**Pledge Agreement**"), dated as of June 4, 2024 made by **FIRST GLOBAL FINANCIAL CORP.** (the "**Pledgor**"), in favour of **RANDY HOFFNER ("RH")**, **PAULINE HOFFNER ("PH")** and **TRANS GLOBAL PARTNERS LIMITED ("TGP")** (collectively, the "**Holders**" and each a "**Holder**").

### WITNESSETH:

**WHEREAS** the Pledgor has provided a promissory note of even date in the amount of \$7,000,000 to TGP as a condition of TGP extending credit to the Pledgor.

**AND WHEREAS** the Pledgor has provided a promissory note of even date in the amount of \$1,500,000 to PH as a condition of PH extending credit to the Pledgor.

**AND WHEREAS** the Pledgor has provided a promissory note of even date in the amount of \$1,500,000 to RH as a condition of RH extending credit to the Pledgor.

**AND WHEREAS** each of TGP, PH and RH has agreed to accept the promissory notes together with the registration of a collateral charge over the property known as 11720 Highway 27, Ontario in favour of the Holders of even date being further secured by this Pledge Agreement;

**AND WHEREAS** the Pledgor has duly authorized the execution, delivery and performance of this Pledge Agreement; and

**NOW THEREFORE** for good and valuable consideration the receipt of which is hereby acknowledged, each Pledgor agrees, for the benefit of the Holders, as follows:

## ARTICLE I

### DEFINITIONS

1.1 Certain Terms. The following terms when used in this Pledge Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"**Collateral**" is defined in Section 2.1.

"**Discharge Event**" means the payment in full (or cancellation in the case of letters of credit or bankers' acceptances) of all Obligations and the termination of all commitments to each Holder, as applicable.

**"Distributions"** means all stock dividends, liquidating dividends, shares of stock resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, amalgamations, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Pledged Shares or other shares of capital stock constituting Collateral, but shall not include Dividends.

**"Dividends"** means cash dividends and cash distributions with respect to any Pledged Shares or other Pledged Property made in the ordinary course of business but excludes any liquidating dividend.

**"Event of Default"** means an event of default under the Promissory Notes.

**"Holder"** or **"Holders"** is defined in the preamble.

**"Obligations"** means all of the present and future indebtedness, liabilities and obligations of the Pledgor of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency, whether as principal debtor, guarantor, surety or otherwise, including without limitation any interest that accrues thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization of the Pledgor, whether or not allowed or allowable as a claim in any such case, proceeding or other action) to each Holder, as applicable.

**"Pledge Agreement"** is defined in the preamble.

**"Pledged Share Issuer"** means Titan Shield Inc.

**"Pledged Property"** means all Pledged Shares and all other pledged shares of capital stock, all other securities, all assignments of any amounts due or to become due, all other instruments which are now being delivered by the Pledgor to the Holder or which may from time to time hereafter be delivered by the Pledgor to the Holder for the purpose of pledge under this Pledge Agreement, and all proceeds of any of the foregoing.

**"Pledged Shares"** means all of the shares in the capital stock of the Pledged Share Issuer which are now owned or are hereafter acquired by the Pledgor including, without limitation, the shares described in Attachment 1 hereto.

**"Pledgor"** is defined in the preamble.

**"PPSA"** means the *Personal Property Security Act* as in effect in the Province of Ontario.

**"Promissory Notes"** means the three promissory notes of even date from the Pledgor to the Holders respectively, as described in the preamble.

1.2 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Pledge Agreement, including its preamble and recitals, have the meanings ascribed thereto in the Charge Agreement.

1.3 PPSA Definitions. Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the PPSA are used in this Pledge Agreement, including its preamble and recitals, with such meanings.

## ARTICLE II

### PLEDGE

2.1 Grant of Security Interest. As general and continuing collateral security for the payment and performance of the Obligations, the Pledgor hereby pledges, hypothecates, assigns, charges, mortgages, delivers, and transfers to the Holders and hereby grant to the Holders a continuing security interest in, all of the following property (collectively, the "**Collateral**"):

- (a) all issued and outstanding shares of capital stock of the Pledged Share Issuer identified in Attachment 1 hereto, and all certificates and instruments evidencing or representing the same;
- (b) all other Pledged Shares issued or acquired from time to time and all certificates and instruments evidencing or representing the same;
- (c) all other Pledged Property whether now or hereafter delivered to the Holder in connection with this Pledge Agreement;
- (d) all Dividends, Distributions, interest, and other payments and rights with respect to any Pledged Shares including, without limitation, money or other property paid or payable on account of any return on, or repayment of, capital in respect of any Pledged Shares or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of, the capital of the Pledged Share Issuer in respect thereof; and
- (e) all proceeds of any of the foregoing.

2.2 Security for Obligations. This Pledge Agreement and the Collateral granted herewith secures the payment and performance in full of all Obligations whether for principal, interest, costs, fees, expenses, or otherwise.

2.3 Delivery of Collateral. All certificates representing or evidencing any Collateral to the extent any such certificates exist, including all Pledged Shares, shall be held on behalf of the Holders by SimpsonWigle LAW LLP (the "**Collateral Holder**") pursuant to the terms hereto, shall be in suitable form for transfer by delivery, and shall be accompanied by all necessary instruments of transfer or assignment, duly executed in blank.

#### 2.4 Obligations of Collateral Holder.

- (a) Reliance Upon Instructions – The parties to this Pledge Agreement agree that the Collateral Holder shall not be required to make any determination or decision with respect to the validity of any claim made by any party, or of any denial thereof, but shall be entitled to act and rely conclusively on the terms hereof and on the joint written instructions and directions of the parties hereto.
- (b) Dispute – Notwithstanding anything herein or in any other agreement or instrument expressed or implied to the contrary, if at any time the Collateral Holder in its sole discretion believes that there is a bona fide question, confusion or dispute in respect of or as to any of the following:
  - (i) the holding or disbursement of the Collateral;
  - (ii) the duties of the Collateral Holder under this Pledge Agreement; or
  - (iii) the validity, enforceability, extent of enforceability or meaning of any provision of this Pledge Agreement touching upon or pertaining to the function or duties of the Collateral Holder,

then the Collateral Holder may in its sole discretion, and notwithstanding any notices or demands received by the Collateral Holder from any of the other parties hereto or any other person, deposit the Collateral (including any interest earned thereon) with the court having jurisdiction regarding interpleader or in such other manner or on such other grounds as the court may direct. Upon making such deposit, and following the filing of its pleadings relative to its complaint in interpleader, the Collateral Holder shall be released from all liability under the terms of this Pledge Agreement and shall be entitled to recover from such parties, in such manner as may be determined by the court, the Collateral Holder's reasonable fees and related costs and expenses incurred in connection with such action.

- (c) Exoneration of Liability –
  - (i) The Collateral Holder shall not be liable for any action taken or omitted to be taken by it in good faith and in the exercise of its reasonable judgment and any act done or omitted by it pursuant to the advice of any legal counsel it may employ shall be conclusive evidence of such good faith. The Collateral Holder may at any time employ or consult with independent legal counsel of its own choice in any such matters, shall have full and complete authorization and protection from any action taken or omitted by it hereunder in accordance with the advice of such legal counsel, and shall incur no liability for any delay reasonably required to obtain the advice of any such legal counsel. The parties hereto shall jointly and severally indemnify the Collateral Holder for, and hold it harmless against, any loss, liability, cost or expense (including reasonable fees and disbursements of

- legal counsel), reasonably incurred by it without gross negligence or bad faith on its part, arising out of or in connection with this Pledge Agreement, including the costs and expenses of defending itself against any claim or liability in connection with any such matter. The Collateral Holder shall not be liable for any loss unless resulting from the Collateral Holder's gross negligence or bad faith.
- (ii) The Collateral Holder shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Collateral Holder (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of any wire or communication facility).
  - (iii) Any measures taken by any court or authority having jurisdiction over the Collateral Holder which might prevent the Collateral Holder from executing its obligations under this Pledge Agreement shall exempt the Collateral Holder from performing its obligations hereunder in due time or at all so long as such measures are in effect.
  - (iv) The Collateral Holder shall be under no obligation to institute, appear in or defend any action, suit or legal or arbitration proceeding in connection with this Pledge Agreement or to take any other action likely to involve it in liability, cost or expense, unless first indemnified to its satisfaction.
  - (v) The Collateral Holder shall not be liable for or by reason of any statements of fact or recitals in this Pledge Agreement and all such statements and recitals are and shall be deemed to be made by the other parties to this Pledge Agreement.
- (d) **Limitation of Responsibility** – The Collateral Holder shall have no duty to know or determine the performance or non-performance of any provision of this Pledge Agreement or any other agreement except as expressly required or contemplated in the performance of the Collateral Holder of its duties and responsibilities under this Agreement. The duties and responsibilities of the Collateral Holder are limited to those expressly stated herein. The provisions of this clause are not intended to and shall not restrict or remove any other rights which the Collateral Holder may have at law or in equity to seek relief or direction from the court in addition to those expressly set forth herein. Except as otherwise expressly provided herein, the Collateral Holder is hereby authorized to disregard any and all notices or warning, other than written notices given by any of the other parties hereto, and is hereby expressly authorized to comply with and obey any and all final non-appealable processes, orders, judgments or decrees of any court and shall not be liable to any of the other parties for such compliance. The Collateral Holder shall be under no duty or obligation to ascertain the identity, authority, or rights of the parties (or their agents) executing or delivering or purporting to execute or

deliver this Pledge Agreement, or any directions, instruments, documents, or papers related hereto.

- (e) Payment of Fees and Disbursements of Collateral Holder – The Collateral Holder shall be entitled to be paid its usual fees for the performance of its duties hereunder, and to be reimbursed for any disbursements incurred in connection with the performance of its duties hereunder, such fees and disbursements shall be borne and paid by FGF.
- (f) Resignation of Collateral Holder – The Collateral Holder may resign its position and be discharged from all further duties under this Pledge Agreement on fifteen (15) days' written notice to the parties or such shorter notice as they may accept as sufficient. The parties shall have the right at any time, on fifteen (15) days' written notice to the Collateral Holder, acting jointly, to remove the Collateral Holder and to appoint a new Collateral Holder. In the event of the resignation or removal of the Collateral Holder, the parties shall forthwith appoint a new Collateral Holder acceptable to them and shall give written notice of such appointment to the Collateral Holder. Upon receipt of such notice, the Collateral Holder shall transfer and deliver to the new Collateral Holder the Collateral then remaining and other material in the possession of the Collateral Holder relating to the administration of this Pledge Agreement which would be necessary or useful to the new Collateral Holder. On any written appointment of a new Collateral Holder, the new Collateral Holder shall be vested with the same powers, rights, duties and responsibilities and shall be subject to removal as Collateral Holder hereunder as if it had been originally named herein as the Collateral Holder without any further assurance, conveyance, act or deed.
- (g) Reliance on documents – Any notice, direction, consent, designation or other instrument to be given pursuant to this Agreement shall be sufficient if given by an officer or director of FGF and of each Holder. The Collateral Holder shall have no responsibility to inquire in the genuineness or validity of any documents delivered to it and entitled to rely thereon and shall not be liable or responsible for any action taken or omitted in accordance with the provisions thereof.

2.5 Dividends on Pledged Shares. In the event that any Dividend is to be paid on any Pledged Share at a time when no Event of Default has occurred or would result therefrom, such Dividend or payment may be paid directly to such Pledgor. If any Event of Default has occurred or would result from the payment of any Dividend on any Pledged Share, then any such Dividend or payment shall be paid directly to the applicable Holder, based on written direction as to the amount, and such Pledgor shall promptly pay any such Dividend received by it in contravention of this Section to such Holder and until such Dividend is so paid to such Holder it shall be held separate and apart from the Pledgor's other property in trust for the benefit of such Holder by the Pledgor.

2.6 Continuing Security Interest. This Pledge Agreement shall create a continuing security interest in the Collateral and shall:

- (a) remain in full force and effect until the occurrence of a Discharge Event,
- (b) be binding upon the Pledgor and its successors and assigns, and
- (c) enure to the benefit of the Holders, together with the rights and remedies of the Holders hereunder and each of their successors and assigns.

Upon the occurrence of a Discharge Event, the security interest granted to the Holders, to which the Discharge Event relates, shall terminate, all rights of such Holder to the Collateral shall revert to the Pledgor. Upon the occurrence of a Discharge Event for all Holders, all remaining security interests shall terminate and all rights to the Collateral shall revert to the Pledgor. Upon the occurrence of any such Discharge Event, the Holders will, at the Pledgor sole expense, deliver to the Pledgor, without any representations, warranties or recourse of any kind whatsoever (except a representation that it has not assigned the same), all certificates and instruments representing or evidencing all Pledged Shares, together with all other Collateral held by the Holders hereunder, and execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

3.1 Warranties, etc. The Pledgor represents and warrants to the Holders, as at the date of each pledge and delivery hereunder (including each pledge and delivery of Pledged Shares after the date hereof) by the Pledgor to the Holders of any Collateral, as set forth in this Article.

3.2 Ownership, No Liens, etc. The Pledgor is the legal and beneficial owner of, and have good and marketable title to (and has full right and authority to create the security interest, pledge and assign) the Collateral, free and clear of all encumbrances, except any lien or security interest granted pursuant hereto in favour of the Holders and permitted encumbrances.

3.3 As to Pledged Shares. In the case of any Pledged Shares constituting Collateral, (a) all of such Pledged Shares are duly authorized and validly issued, fully paid, and non-assessable, and constitute such percentage of all of the issued and outstanding shares of each such class of capital stock of the Pledged Share Issuer as set forth on Attachment 1 attached hereto, and (b) there is no agreement, option, privilege or right pursuant to which the Pledgor may be required to sell or otherwise dispose of any of the Pledged Shares.

3.4 Authorization, Approval, etc. Except for the consent of the boards of directors of the Pledged Share Issuer, which has been obtained, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required either

- (a) for the pledge by the Pledgor of any Collateral pursuant to this Pledge Agreement or for the execution, delivery, and performance of this Pledge Agreement by the Pledgor, or
- (b) for the exercise by the Holders of the voting or other rights provided for in this Pledge Agreement, or the remedies in respect of the Collateral pursuant to this Pledge Agreement except as may be required in connection with a disposition of the Collateral pledged hereunder by laws affecting the offering and sale of securities generally.

## ARTICLE IV

### COVENANTS

4.1 Protect Collateral; Further Assurances, etc. The Pledgor will not sell, assign, transfer, pledge or encumber in any other manner the Collateral. The Pledgor will warrant and defend the right and title herein granted unto the Holders in and to the Collateral (and all right, title, and interest represented by the Collateral) against the claims and demands of all Persons whomsoever. The Pledgor agrees that at any time, and from time to time, at the expense of the Pledgor, the Pledgor will promptly execute and deliver all further instruments and take all further action reasonably requested by the Holders that may be necessary in the opinion of the Holders in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Holders to exercise and enforce their rights and remedies hereunder with respect to any Collateral.

4.2 Stock Powers, etc. The Pledgor agrees that all Pledged Shares (and all other shares of capital stock constituting Collateral) delivered by the Pledgor pursuant to this Pledge Agreement will be accompanied by duly executed undated blank stock powers, or other equivalent instruments of transfer acceptable to the Holders. The Pledgor will, from time to time upon the request of the Holder, promptly deliver to the Holder such stock powers, instruments, and similar documents, satisfactory in form and substance to the Holder, with respect to the Collateral as the Holder may reasonably request and will, from time to time upon the request of the Holder after the occurrence of any Event of Default, promptly transfer any Pledged Shares or other shares of common stock constituting Collateral into the name of any nominee designated by the Holder.

4.3 Continuous Pledge. Subject to Section 2.3 and Section 2.4 hereof, the Pledgor will, at all times, keep pledged to the Holder pursuant hereto, and shall deliver forthwith to the Holder, all Pledged Shares and all other shares of capital stock constituting Collateral. Following an Event of Default, on the written request of the Holder, the Pledgor will deliver to the Holder all Dividends and Distributions with respect to the Pledged Shares, and all other Collateral and other securities, proceeds, and rights from time to time received by or distributable to the Pledgor in respect of any Collateral and will not permit, to the extent of its power and authority, any Pledged Share Issuer to issue any capital stock which shall not have been immediately duly pledged hereunder on a perfected basis subject only to permitted encumbrances.

4.4 Voting Rights; Dividends, etc. The Pledgor agrees:

- (a) after any Event of Default shall have occurred, promptly upon receipt thereof by the Pledgor and without any request therefor by the Holders, to deliver (properly endorsed where required hereby or requested by the Holders) to the applicable Holder, on written direction from the Holders, all Dividends, Distributions, and all proceeds of the Collateral, all of which shall be held by such Holder as additional Collateral for use in accordance with Section 6.3; and
- (b) after any Event of Default shall have occurred:
  - (i) the applicable Holder, on written direction from the Holders, may exercise (to the exclusion of the Pledgor) the voting power and all other incidental rights of ownership with respect to any Pledged Shares or other shares of capital stock constituting Collateral and the Pledgor hereby grants the Holders an irrevocable proxy, exercisable under such circumstances, to vote the Pledged Shares and such other Collateral; and
  - (ii) promptly to deliver to such Holder such additional proxies and other documents reasonably requested by the Holder that may be necessary, in the reasonable opinion of the Holder, to allow the Holder to exercise such voting power.

Following an Event of Default, all Dividends, Distributions and proceeds which may at any time, and from time to time, be held by the Pledgor but which the Pledgor are then obligated to deliver to the Holders, shall, until delivery to the Holders, be held by the Pledgor separate and apart from its other property in trust for the Holders until delivery to the Holder. The Holders agree that unless an Event of Default shall have occurred, the Pledgor shall have the exclusive voting power with respect to any shares of capital stock (including any of the Pledged Shares) constituting Collateral and the Holders shall, upon the written request of the Pledgor, promptly deliver such proxies and other documents, if any, as shall be reasonably requested by the Pledgor which are necessary to allow the Pledgor to exercise voting power with respect to any such share of capital stock (including any of the Pledged Shares) constituting Collateral; provided, however, that no vote shall be cast, or consent, waiver, or ratification given, or action taken by the Pledgor that would be prejudicial to the interests of the Holders, impair any Collateral or be inconsistent with or violate any provision of this Pledge Agreement or would have the intent of reducing in a material way the value of the Collateral as security for the Obligations or imposing any restriction on the transferability of any of the Collateral.

4.5 Representations and Warranties. The Pledgor will ensure that the representations and warranties set forth in Article III will be true and correct at all times.

## ARTICLE V

## THE HOLDER

5.1 Holder Appointed Attorney-in-Fact. The Pledgor hereby irrevocably appoints the Holders the Pledgor's attorney-in-fact with effect following the occurrence of an Event of Default, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time in the Holders' discretion, to take any action and to execute any instrument which the Holders may reasonably deem necessary or advisable to accomplish the purposes of this Pledge Agreement, including without limitation:

- (a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and
- (c) to file any claims or take any action or institute any proceedings which the Holders may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Holders with respect to any of the Collateral.

The Pledgor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section is (until termination of the security interest granted hereunder upon the payment and satisfaction in full of all Obligations and the termination of all commitments) irrevocable and coupled with an interest.

5.2 Holder May Perform. If the Pledgor fails to perform any agreement contained herein, the Holders may itself perform, or cause performance of, such agreement, and the expenses of the Holders incurred in connection therewith shall be payable by the Pledgor pursuant to Section 6.4.

5.3 Holder Has No Duty. The powers conferred on the Holders hereunder are solely to protect their interest in the Collateral and shall not impose any duty on them to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Holders shall have no duty as to any Collateral or responsibility for

- (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Pledged Property, whether or not the Holder have or are deemed to have notice or knowledge of such matters, or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

5.4 Reasonable Care. The Holders are required to exercise reasonable care in the custody and preservation of any of the Collateral in its possession; provided, however, the Holders shall be

deemed to have exercised reasonable care in the custody and preservation of any of the Collateral if they take such action for that purpose as the Pledgor's request in writing at times but failure of the Holders to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.

## ARTICLE VI

### REMEDIES

6.1 Certain Remedies. If any Event of Default shall have occurred that has not been waived, in accordance with the priorities set out herein:

- (a) The applicable Holder may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it under Applicable Law, all the rights and remedies of a secured party on default under the PPSA (whether or not the PPSA applies to the affected Collateral) and also may, without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Holder's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Holder may deem commercially reasonable. The Pledgor agrees that, to the extent notice of sale shall be required by law, at least fifteen days' prior notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Holder shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Holder may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.
- (b) The Holder may:
  - (i) transfer all or any part of the Collateral into the name of the Holder or their nominee or assignee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder,
  - (ii) notify the parties obligated on any of the Collateral to make payment to the Holder of any amount due or to become due thereunder,
  - (iii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto,
  - (iv) endorse any cheques, drafts, or other writings in such Pledgor's name to allow collection of the Collateral,

- (v) take control of any proceeds of the Collateral, and
  - (vi) execute (in the name, place and stead of the Pledgor) endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.
- (c) The Holder may purchase any of the Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise and accept the Collateral in satisfaction of the Obligations upon notice to the Pledgor of its intention to do so in the manner required by law.
- (d) The Holder may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with the Pledgor, debtors of the Pledgor, sureties and others and with the Collateral and other security as the Holder see fit without prejudice to the liability of the Pledgor to the Holder or the Holder' rights hereunder.
- (e) The Holder will not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and are not bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Holder, the Pledgor or any other person, in respect of the Collateral.
- (f) The Holder may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Holder may apply any balance of such proceeds to payment of the Obligations in such order as the Holder see fit subject to the provisions of Charge Agreement. If there is any surplus remaining, the Holder may pay it to any person having a claim thereto in priority to the Pledgor of whom the Holder have knowledge and any balance remaining must be paid to the Pledgor. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Pledgor will be liable to pay any deficiency to the Holder forthwith on demand.

6.2 Compliance with Restrictions. The Pledgor agrees that in any sale of any of the Collateral following an Event of Default, the Holders are hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of Applicable Law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental regulatory authority or official, and the Pledgor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner,

nor shall the Holders be liable nor accountable to the Pledgor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

6.3 Application of Proceeds. All cash proceeds received by the Holders in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral may, in the discretion of the Holders, be held by the Holders as additional collateral security for, or then or at any time thereafter be applied (after payment of any amounts payable to such Holder) in whole or in part by the Holder against, all or any part of the Obligations in such order as the Holder shall elect, in accordance with the priorities set out herein. Any surplus of such cash or cash proceeds held by the Holder and remaining after payment and satisfaction in full of all the Obligations, and the termination of all commitments, shall be paid to the remaining Holders, in accordance with the priorities set out herein.

6.4 Indemnity and Expenses. The Pledgor hereby indemnifies and holds harmless the Holders from and against any and all claims, losses, and liabilities arising out of or resulting from this Pledge Agreement (including enforcement of this Pledge Agreement), save and except for those arising from the gross negligence or wilfull misconduct of the Holders. Upon demand, the Pledgor will pay to the Holders the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Holders may incur in connection with:

- (a) the administration of this Pledge Agreement;
- (b) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;
- (c) the exercise or enforcement of any of the rights of the Holders hereunder;
- (d) the failure by the Pledgor to perform or observe any of the provisions hereof; or
- (e) the advancing of any funds pursuant to Section 7.2 hereof.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

7.1 Amendments, etc. No amendment to or waiver of any provision of this Pledge Agreement nor consent to any departure by the Pledgor herefrom shall in any event be effective unless the same shall be in writing and signed by the Holders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

7.2 Protection of Collateral. The Holders may from time to time, at their option, perform any act which the Pledgor agrees hereunder to perform and which the Pledgor shall fail to perform after

being requested in writing so to perform (it being understood that no such request need be given after the occurrence of an Event of Default) and the Holder may from time to time take any other action which the Holders reasonably deem necessary for the maintenance, preservation or protection of any of the Collateral or of their security interest therein.

7.3 Addresses for Notices. Notice to be given shall, save as otherwise specifically provided, be in writing addressed to the party for whom it is intended and shall not be deemed received until actual receipt by the other party except if sent by electronic means, in which case it shall be deemed received on the business day next following the date of transmission. The mailing and electronic addresses of the parties shall be:

(i) As to the Pledgor:

11720 Highway 27,  
Vaughn, Ontario L0J 1C0

With a copy to David Badham of Brar Tamber Rigby at [dbadham@btrlaw.ca](mailto:dbadham@btrlaw.ca), which shall not constitute notice.

(ii) As to FEH:

77 City Centre Drive, Suite 602  
Mississauga, Ontario L5B 1M5

with a copy to Gokcin Nalsok of SimpsonWigle LAW LLP at [nalsokg@simpsonwigle.com](mailto:nalsokg@simpsonwigle.com), which shall not constitute notice

or any other mailing or electronic addresses as the parties from time to time may notify the other.

7.4 Section Captions. Section captions used in this Pledge Agreement are for convenience of reference only, and shall not affect the construction of this Pledge Agreement.

7.5 Severability. Wherever possible each provision of this Pledge Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Pledge Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Pledge Agreement.

7.6 Conflicts. In the event of any conflict between the provisions hereunder and the provisions of the Charge Agreement then, notwithstanding anything contained herein, the provisions contained in such Charge Agreement shall prevail and the provisions of this Pledge Agreement will be deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Pledgor are expressly permitted under the Charge Agreement but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Charge Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Charge Agreement does not


expressly relieve the Pledgor from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Charge Agreement.

7.7 Governing Law, Entire Agreement, etc. This Pledge Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of particular Collateral are governed by the laws of a jurisdiction other than the Province of Ontario. Subject to and without in any way limiting the provisions regarding the paramountcy of the Charge Agreement contained in Section 7.6 above, this Pledge Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersede any prior agreements, written or oral, with respect thereto.

IN WITNESS WHEREOF, the undersigned has caused this Pledge Agreement to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first written above.

Witness

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DocuSigned by:  
  
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**First Global Financial Corp.**

Per: Elena Salvatore

Title: President

ATTACHMENT 1 to  
Pledge Agreement**Item A. Pledged Shares**

<u>Pledged Share Issuer</u>	<u>Number of Shares Owned</u>	<u>Number of Shares Pledged</u>	<u>% of Shares Pledged of All Outstanding Class Shares</u>	<u>Shareholder</u>
Titan Shield Inc.	101	101	100	First Global Financial Corp.

# APPENDIX 27

## ASSIGNMENT AND TRANSFER OF RIGHTS AGREEMENT

**This Assignment and Transfer of Rights Agreement** ("Agreement") is made and entered into as of June 4th, 2024, by and between:

- **Trans Global Partners H.K. Limited**, a company incorporated under the laws of Hong Kong (hereinafter referred to as "Assignor"); and
- **TGP Canada Management Inc.**, a company incorporated under the laws of Canada (hereinafter referred to as "Assignee").

### WHEREAS:

1. The Assignor holds assets, investments, and interests, directly or indirectly, including but not limited to projects, land banking deals, and other related business activities.
2. Approximately 3,500 investors have invested in projects and land banking deals operated by the Assignor.
3. The Assignor desires to safeguard the investments and rights of these investors by assigning all rights to the Assignee to manage, protect, and defend these investments.

**NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:**

### 1. Assignment and Transfer of Rights

**1.1 Transfer of Rights:** The Assignor hereby assigns, transfers, and grants to the Assignee all rights, powers, and authorities related to the management, protection, investment, and dealing with any proceeds of funds resulting from the liquidation or redemption of any assets held by the Assignor, whether directly or indirectly, including but not limited to Titan Shield Inc. and its subsidiaries.

**1.2 Scope of Rights:** The rights transferred to the Assignee include, but are not limited to, the authority to manage, safeguard, and distribute proceeds from asset liquidation to protect the investments of approximately 3,500 investors associated with the Assignor's projects and land banking deals.

**1.3 Management of Proceeds:** The Assignee shall have the sole authority to handle all matters related to the liquidation or redemption of assets, including distributing proceeds to the original investment funds "Trans Global Partners H.K." or investors in a manner that is fair, lawful, and consistent with protecting investor interests.

## **2. Purpose of the Assignment**

2.1 The purpose of this assignment is to protect the investments made by the investors and ensure that any funds or proceeds generated from the liquidation of assets held by the Assignor are managed in a manner that safeguards the rights of the investors.

2.2 The Assignee shall act in the best interests of the investors to protect and defend their investments and shall take all necessary actions to ensure that proceeds are delivered or returned to the investors or their original investment funds.

## **3. Indemnification and Hold Harmless**

3.1 The Assignor agrees that all actions taken by the Assignee under this Agreement, including but not limited to asset liquidation, redemption, and fund distribution, shall be carried out in good faith and in the best interests of the investors.

3.2 The Assignee agrees to indemnify and hold harmless the Assignor from any claims, legal actions, or liabilities arising directly from the exercise of the rights transferred under this Agreement, except in cases of willful misconduct or gross negligence by the Assignee.

## **4. Governing Law**

4.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of law principles.

## **5. Entire Agreement**

5.1 This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

## **6. Amendments and Waivers**

6.1 No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.

## **7. Execution in Counterparts**

7.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Assignment and Transfer of Rights Agreement as of June 4th, 2024.

**Trans Global Partners H.K. Limited**

By: *T. P. Shields*

Name: Timothy Shields

Title: *Director*

**TGP Canada Management Inc.**

By: *Behzad Pilchver*

Name: Behzad Pilchver

Title: *Director*

# APPENDIX 28

**GUARANTEE**

This Guarantee Agreement (the "Guarantee") is made as of June 4, 2024, by and between:

**Trans Global Partners Limited (H.K.)**

A corporation duly incorporated under the laws of Hong Kong.

(hereinafter, "**TGP**")

-AND-

**2630306 Ontario Inc. o/a Paybank Financial**

A corporation duly incorporated under the laws of the Province of Ontario.

(hereinafter, "**PFI**")

-AND-

**First Global Financial Corp.**

A corporation duly incorporated under the laws of the Province of Ontario

(hereinafter "**FGFC**")

(together, the "**Parties**")

**RECITALS:**

**WHEREAS** the Parties, among others, have entered into a series of transactions whereby the business and operations of TGP was transferred to PFI and FGFC (the "**Transactions**");

**AND WHEREAS** TGP was engaged in raising funds through syndicated investments from approximately 3,000 individual investors since 2009 and the principal of such investments now totals approximately \$161,000,000. These syndicated capital investments were accumulated from investors across Hong Kong, Japan, Malaysia, Philippines, China and Singapore, with individual investments starting from \$10,000.00 per unit (individually "Investment" and collectively the "Investments");

**AND WHEREAS** TGP in respect of the Investments was responsible and liable to the investors for the repayment of their principal Investments, and such liability that may in the future become due and payable;

**AND WHEREAS** the Transactions entered into between the parties resulted on the strict understanding that PFI would and shall provide a guarantee to TGP that its investors would be repaid their principal Investments up to \$100,000,000.00 on terms offered to them by PFI and FGFC fully indemnifying TGP for any shortfall in the amounts that may remain due and owing to the approximate 3,000 investors including any and all existing or future claims that may be put forth by any one investor;

**AND WHEREAS** TGP would not have entered into the Transactions without the provision of this Guarantee and the full indemnity being provided by FGFC under a separate and distinct indemnity agreement of even date;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, and in consideration of the premises PFI and FGFC covenants and agrees with TGP as follows:

### SECTION 1. GUARANTEE

1.1 For good and valuable consideration, PFI:

- (a) Irrevocably and unconditionally guarantees that it will guarantee payments to those investors of up to the total amount of \$100,000,000.00 and this shall be a continuing guarantee and shall cover all liabilities thereunder and shall apply to and secure any ultimate balance due or remaining unpaid in connection with the Investments;
- (b) Irrevocably and unconditionally guarantees that it shall make offers to the investors for the purchase of their certificates/units on the basis that such certificates/units shall be purchased over the course of thirty-six (36) months from the date of the closing of the Transactions;
- (c) Indemnifies and holds harmless TGP, its directors, officers, shareholders including the former directors and officers of all subsidiary or associated corporations of TGP from and against all losses, damages, costs and expenses which TGP may sustain, incur or be or become liable for to the investors in respect of the Investments including any regulatory compliance with the Ontario Securities Commission (“**OSC**”) or any foreign regulatory compliance with respect thereto, as more particularized in the Indemnity Agreement attached hereto as Exhibit B;
- (d) Provide a PPSA security interest in favour of TGP, its directors, officers and shareholders with respect to this Guarantee; and
- (e) Pledge of shares with respect to TGP Canada Management Inc. securing the performance of this Guarantee and shall not be discharged until the terms of this Guarantee are fully satisfied and discharged.

1.2 The following covenants and terms apply to this Guarantee:

- (a) **Guarantee of Repayment:** Following the close of the Transactions, PFI shall irrevocably and unconditionally guarantee the full repayment of the principal amounts invested by the aforementioned investors as set out herein. This repayment is to occur over a structured timeline extending to a maximum period of thirty-six (36) months post-closing (the “**Redemption Period**”), ensuring that all financial and regulatory obligations are met.
- (b) **Notification of Change:** Following the close of the Transactions, PFI shall issue formal notices to all existing investors and certificate holders, detailing the changes in the structural administration of the investment certificates. In addition to the foregoing, PFI shall attend to a comprehensive public announcement disclosing the changes in a transparent and efficient manner, aimed at maintaining investor confidence and adherence to regulatory communication requirements.
- (c) **Redemption Investor Rights:** Throughout and during the thirty-six (36) month period subsequent to the closing of the Transactions, it is understood and agreed by PFI that all investors and certificate holders shall continue retaining the right to redeem their certificates in accordance with the terms, covenants and agreements governing said Investments. PFI covenants with TGP that the redemption rights afforded to the investors is to allow flexibility and assurance to the investors, reinforcing PFI’s commitment to investor satisfaction and regulatory compliance.
- (d) **Repayment Terms:** Subject to PFI’s guarantee as set out in section 1.1, PFI reserves the right to execute the repayment of the certificates either at their full face value or at a discounted rate, as determined strategically during the redemption period.
- (e) **Certificate Validity:** Following the end of the Redemption Period and subject to compliance with the applicable regulatory securities commission, any certificates remaining unredeemed will be deemed null and void and PFI shall be absolved of any further redemption obligations regarding same; however, FGFC shall be liable for, and shall indemnify and hold harmless TGP in any claims raised therein . Notwithstanding the foregoing, PFI retains the option to reissue new certificates under subsequent projects either by itself or through its subsidiaries, promoting continuous investment opportunities.

- (f) Regulatory Compliance: PFI and FGFC acknowledges that neither TGP nor any of its subsidiaries are registered with the Ontario Securities Commission (“OSC”) or any foreign regulatory compliance commission (“Other Regulators”). PFI and FGFC shall be solely responsible for and liable with respect to ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments (whether with respect to OSC or Other Regulators) including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols.
- 1.3 This Guarantee is absolute and unconditional, and the obligations of the Guarantor shall not be released, discharged, mitigated, impaired or affected by:
- (a) any extensions of time, indulgences or modifications which the investors extend to or make with PFI, FGFC or TGP in respect of the payment or performance of any of the obligations due and owing under the Investments;
  - (b) any waiver by or failure of TGP to enforce against FGFC or PFI on any of the terms, covenants and conditions contained in the Transactions or this Guarantee;
  - (c) any change in the corporate existence, structure, ownership or control of FGFC, TGP or PFI (including any of the foregoing arising from any merger, consolidation, amalgamation, reorganization or similar transaction); any change in the name, objects, capital stock, constating documents or by-laws of FGFC, TGP or PFI ; or the dissolution, winding-up, liquidation or other distribution of the assets of FGFC, TGP or PFI , whether voluntary or otherwise;
  - (d) any amendment to or assignment of any document provided pursuant to the Transactions;
  - (e) any dealings of any nature or kind whatsoever by TGP, FGFC or PFI or others, including, without limiting the generality of the foregoing, the granting of releases and discharges to and the acceptance of compositions from TGP, FGFC, PFI or others and the taking or abstaining from taking or perfecting, varying, exchanging, renewing, discharging, giving up, realizing on or otherwise dealing with securities and guarantees in any manner whatsoever;
  - (f) the assignment or transfer of this Guarantee by TGP; or
  - (g) any other circumstances which might otherwise constitute a legal or equitable defence available to, or complete or partial discharge of FGFC in respect of the Investments or of PFI in respect of this Guarantee.

## SECTION 2. DEFAULT AND ENFORCEMENT

- 2.1 If either PFI and/or FGFC fail to discharge any of its obligations pursuant Section 1, in accordance with the terms of this Guarantee, TGP may in its discretion proceed with the enforcement of its rights hereunder and may proceed to enforce such rights or from time to time any thereof prior to or contemporaneously with or after any action taken under any security or other documents delivered to TGP as part of the Transactions. PFI and FGFC shall pay on demand all costs and expenses (including legal fees on a solicitor and client basis) incurred by TGP in enforcing or attempting to enforce its rights hereunder and all proceedings taken in relation hereto with interest thereon at the rate of interest of 24% per annum.
- 2.2 All sums paid to or recovered by the investors pursuant to the provisions hereof shall be applied against the amount outstanding pursuant to this Guarantee.
- 2.3 TGP may waive any default of PFI or FGFC hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.
- 2.4 Any moneys paid by or recovered from PFI and/or FGFC hereunder shall be held to have been paid in part discharge of the liability of PFI and/or FGFC hereunder after deducting for its costs of enforcement.

### SECTION 3. INDEMNIFICATION

- 3.1 Each of PFI and FGFC shall indemnify and hold harmless TGP, their officers, directors, shareholders, assigns, and successors, as well as their affiliates, related companies, and subsidiaries, and the officers, directors and shareholders thereof (the "**Indemnified Vendors**"), for any and all claims, actions, lawsuits, legal actions, liabilities, debts, costs, expenses, or any other causes of actions that arise or may arise following the completion of the Transactions and shall execute a full and final release to that effect in the form attached hereto as Appendix A.

### SECTION 4. GENERAL

- 4.1 This Guarantee shall be operative and binding upon PFI and FGFC and possession of this instrument by TGP or its nominee shall be conclusive evidence against PFI and FGFC that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by TGP, PFI and/or FGFC obtains from TGP a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any to be observed before it becomes effective.

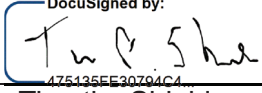
- 4.2 The Parties hereto confirm having obtained independent legal advice in connection with entering into this Agreement and confirm having received such independent legal advice or otherwise have waived such right of their own volition.
- 4.3 Severability: The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, in the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.
- 4.4 Modification and Waiver: No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.
- 4.5 Notice: All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:
- (a) To TGP:  
77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5
- (b) To FGFC  
PH5-801 Lawrence Ave East, Toronto, ON M3C 3W2
- (c) To PFI:  
100 King Street West, Suite 5600, Toronto, ON M5X 1A9
- Or to such other address as may have been furnished to the Parties by one another as the case may be.
- 4.6 Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

- 4.7 **Headings:** The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.
- 4.8 **Governing Law and Consent to Jurisdiction:** This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of laws rules. The Parties irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in a court of the Province of Ontario and the federal laws of Canada applicable therein (the "**Ontario Court**"), and not in any other provincial or federal court in Canada or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Ontario Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Ontario Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Ontario Court has been brought in an improper or inconvenient forum.
- 4.9 **Enurement:** This Guarantee shall extend to and enure to the benefit of TGP and its successors and assigns, and every reference herein to PFI and FGFC, is a reference to and shall be construed as including PFI, FGFC and their heirs, executors, administrators, legal representatives, successors and assigns, to and upon all of whom this Guarantee shall extend and be binding.

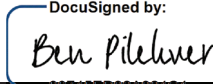
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first above written.


**Trans Global Partners HK Limited**

By:   
Name: Timothy Shields  
Title: ASO

**2630306 Ontario Inc. o/a Paybank  
Financial Inc.**

By:   
Name: Behzad Pilehver  
Title: ASO

**First Global Financial Inc.**

By:   
Name: Elena Salvatore  
Title: President

**APPENDIX A**  
**FULL AND FINAL RELEASE**

**APPENDIX B  
INDEMNITY AGREEMENT**

# APPENDIX 29

**INDEMNITY AGREEMENT**

**THIS INDEMNITY AGREEMENT** (the "Agreement") made as of this 4<sup>th</sup> day of June, 2024 (the "Execution Date"),

**BETWEEN:**

2630306 Ontario Inc.o/a Paybank Financial  
("Paybank")

OF THE FIRST PART

and

First Global Financial Corp.  
("FGFC")

OF THE SECOND PART

and

Trans Global Partners Limited (H.K.) aka Trans Global Partners HK Limited  
("TGP")

OF THE THIRD PART

**BACKGROUND:**

1. The Parties have entered into a series of Transactions whereby Paybank and FGFC acquired the business of TGP together with all of its subsidiaries as well as TGP Property Management Inc. and 1837732 Ontario Inc.
2. As part of those Transaction, Paybank and FGFC have each agreed to indemnify TGP (together with its directors, officers, shareholders, respective successors, assigns, heirs, trustees, estate trustees and legal representatives including the directors and officers and each of their respective successors, assigns, heirs, trustees, estate trustees and legal representatives that served on each of the Corporations Sold) in respect of certain liabilities, claims, suits, actions, losses and/or damages now existing or which may come to exist in the future.

3. TGP (together with its directors, officers, shareholders, respective successors, assigns, heirs, trustees, estate trustees and legal representatives including the directors and officers and each of their respective successors, assigns, heirs, trustees, estate trustees and legal representatives that served on each of the Corporations Sold) desires protection against any liability, claim, suit, action, loss, or damage that may result after Closing of the Transactions.
4. Paybank and FGFC each wish to minimize any hardship the Indemnatee (as that term is defined herein) might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result after Closing of the Transactions.

**IN CONSIDERATION** and as a condition of the Indemnifier (as that term is defined herein) and the Indemnatee (as that term is defined herein) entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

### **Definitions**

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to such terms in the applicable Transaction and all related agreements, schedules and other materials executed in the course of completing the applicable Transaction.

1. The following definitions apply in the Agreement:
  - a. "Transactions" and individually, as applicable, a "Transaction" means the following: (i) the series of transactions completed between the Parties and First Global Financial Corp. by which Paybank and First Global Financial Corp. acquired the entire business of TGP, including all of its subsidiaries; and (ii) the series of transactions completed between TGP Property Management Inc., 1837732 Ontario Inc. and First Global Financial Corp.
  - b. "Expenses" means all costs incurred in the defence of any claim or action by a Party including lawyers' fees on a solicitor-client basis.
  - c. "Indemnifier" means, jointly and severally, 2630306 Ontario Inc. o/s Paybank Financial and First Global Financial Corp.
  - d. "Indemnatee" means Trans Global Partners Limited (HK) together with its directors, officers, shareholders, respective successors, assigns, heirs, trustees, estate trustees and legal representatives including the directors and officers and each of their respective

successors, assigns, heirs, trustees, estate trustees and legal representatives that served on each of the Corporations Sold.

- e. "Notice of Claim" means a notice that has been provided by the Indemnitee to the Indemnifier describing a claim or action that has or is being brought against the Indemnitee by a Third Party.
- f. "Notice of Indemnity" means a notice that has been provided by the Indemnitee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnitee.
- g. "OSC" means the Ontario Securities Commission.
- h. "Other Regulators" means any local or foreign regulatory compliance commissions that is not the OSC.
- i. "Parties" means both the Indemnitee and the Indemnifier.
- j. "Party" means either the Indemnitee or the Indemnifier.
- k. "Third Party" means any person other than the Indemnifier and the Indemnitee.

### **Indemnification**

- 2. Each Indemnifier shall hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of the Transactions or that may arise in the future as a result of Indemnitee's operation of its business prior to the Closing of the Transactions, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any claim, demands, actions, causes of action, proceedings, suits, debts, duties, accounts claims over, losses, injuries, undertakings, damages, costs, interest, covenants, obligations and liabilities of every nature and kind, whatsoever and howsoever arising, based in law or in equity, which the Indemnifier ever had, now have or may hereafter have, whether known or unknown, matured or unmatured, absolute or contingent, for or by any reason or any cause, matter or thing existing up to the date hereof, including but not limited for, by reason or in connection with the Closing of the Transactions, the Indemnitees' operation of the TGP business, and/or with respect to its investors, subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

3. Each Indemnifier shall hold harmless and indemnify the Indemnitee against any and all claims and actions with respect to the OSC or Other Regulators and shall be solely responsible for and liable in ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols.
4. In the case of a criminal proceeding, the Indemnitee will not be indemnified by the Indemnifier.

#### **Exceptions to Indemnification**

5. The Indemnitee will not be entitled to indemnification from the Indemnifier for any Expenses, judgments, fines, settlements and other amounts incurred as the result of the Closing of the Transactions or otherwise in the operation of the TGP business, where:
  - a. the basis of the claim, action, expense, judgment, fine, settlement or other amount was not disclosed to the Indemnifier prior to the close of the Transactions.

#### **Notice of Claim**

6. In the event of any claim or action, the Indemnitee will promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.

#### **Authorization of Indemnification**

7. In any case where the Indemnitee requires indemnification, the Indemnifier will make the determination of whether indemnification is appropriate having given consideration to the terms described in the Exceptions to Indemnification section. If the Indemnitee disagrees with the determination of the Indemnifier then the matter must be referred for review and determination to an independent legal counsel agreed to by the Indemnitee. In all cases the Indemnifier will bear all costs of any independent determination.

8. The Indemnifier shall bear the burden of proving that indemnification is not appropriate.
9. The termination of any claim or action by judgment, order, settlement, conviction or upon an admission of guilt or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a reasonable manner.

#### **Assumption of Defence**

10. On being notified of any impending action or claim, the Indemnifier may, at its own Expense, participate in the defence of any action or claim and may, alone or with any other indemnifying party, assume the defence against the action or claim using counsel that are reasonably satisfactory to the Indemnitee.
11. Once the Indemnifier has notified the Indemnitee of the intention to assume the defence, the Indemnifier will no longer be liable to the Indemnitee for any further Expenses subsequently incurred by the Indemnitee in relation to the defence of the claim. Once the Indemnifier provides notice to the Indemnitee that the defence of claim has been assumed by the Indemnifier, the Indemnitee may employ or continue to employ its own legal counsel as it may legally be required to do as a result of differing defence positions and any and all fees or Expenses incurred by the Indemnitee in this regard shall be fully covered at the sole cost of the Indemnifier. If no defence is legally required to be put forth by the Indemnitee and notwithstanding the foregoing, the Indemnitee chooses to retain independent counsel to assist, the Indemnitee shall be solely responsible for all costs and Expenses relating thereto.

#### **Failure to Defend**

12. If the Indemnifier elects not to assume the defence against the claim or action then the Indemnitee may defend against the claim or action in any manner the Indemnitee deems appropriate. The Indemnifier shall promptly reimburse the Indemnitee for all Expenses, judgments, fines, settlements and any other amounts actually incurred in connection with the defence of the claim or action subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

#### **Settlement and Consent of Indemnifier**

13. The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier, which consent shall not be unreasonably withheld as to any proposed settlement. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent of the Indemnifier was not first obtained. Any proposed settlement shall exonerate any claim, cost or Expense against the Indemnifier unless such settlement is as a result of an indemnification described in the section titled Exceptions to Indemnification.

**Settlement and Consent of Indemnitee**

14. The Indemnifier will not settle any claim or action without first obtaining the written consent of the Indemnitee, which consent shall not be unreasonably withheld as to any proposed settlement.

**Cooperation**

15. The Indemnifier agrees to cooperate in good faith and ensure that the Indemnitee is indemnified and reimbursed for any and all Expenses, judgments, fines, settlements and other amounts actually incurred in connection with the defence of any claim or action resulting, directly or indirectly, from the Transactions.
16. The Indemnitee agrees to cooperate in good faith and provide any and all information within the Indemnitee's power as required for the defence of any claim or action and also to provide any and all information within the Indemnitee's power as required to help in a determination of indemnification as described under the Authorization of Indemnification section.

**Expenses**

17. All Expenses incurred by the Indemnitee to enforce this Agreement, and all costs of defending any Third Party claims or actions brought against the Indemnitee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

**Advances of Expenses**

18. At the written request of the Indemnitee, the Indemnifier will advance to the Indemnitee any Expenses, including lawyers' fees, incurred by the Indemnitee in defending any action brought against the Indemnitee. Where reasonable, and to minimize hardship to the Indemnitee, advance payments may be made prior to the disposition of any claim.
19. The Indemnitee agrees to repay to the Indemnifier any advance payments of Expenses where a determination is ultimately made that the Indemnitee is not entitled to indemnification for reasons described under the Indemnification and the Exceptions to Indemnification sections.

**Payment**

20. All payments made by the Indemnifier to the Indemnatee will be made in full in immediately available funds within sixty days of receipt of Notice of Indemnity from the Indemnatee and without deduction for any counterclaim, defence, recoupment, or set-off.
21. Any Notice of Indemnity sent by the Indemnatee to the Indemnifier must be made in writing and contain a full listing of the items to be covered in the payment. Any payment made by the Indemnifier to the Indemnatee will contain a listing of items covered under the payment.

**Enforcement**

22. If any right or remedy claimed by the Indemnatee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within sixty days after a written Notice of Indemnity has been submitted by the Indemnatee to the Indemnifier, the Indemnatee may then bring suit against the Indemnifier to recover any unpaid amounts and if successful in whole or in part, the Indemnatee will be entitled to be paid any and all costs related to resolving the claim.
23. Where a determination as described under Authorization of Indemnification concludes that the Indemnatee's behaviour is not entitled to indemnification, this will not create a presumption that the Indemnatee is not entitled to indemnification under this Agreement.

**Insurance**

24. The Indemnifier, at its sole discretion, will make the good faith determination whether or not it is reasonable for the Indemnifier to obtain liability insurance against its potential liability in protecting the Indemnatee under this Agreement. The Indemnifier will select an insurer with a reliable reputation and, among other considerations, will weigh the costs of obtaining this insurance coverage against the protection afforded by this coverage.

**Duration**

25. The rights and obligations of the Indemnatee and the Indemnifier under this Agreement will continue:
  - a. so long as the Indemnatee is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, arbitrational, administrative or investigative that results from the Transaction or the Indemnitees' operation of the TGP business, and/or with respect to the investors resulting from the Transaction; or

- b. until terminated by an agreement in writing signed by both the Indemnifier and the Indemnitee.

#### **Unlimited Indemnification**

26. Under this Agreement, the indemnification as described and set out herein will be unlimited as to monetary amount.

#### **Full Release**

27. Only payment and satisfaction in full of all amounts and charges payable under this Agreement and the due performance and observance of all terms, covenants and conditions of this Agreement will release the Indemnifier and the Indemnitee of their obligations under this Agreement.

#### **Further Action**

28. No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defence to any further action or proceeding which may be brought under this Agreement by reason of any further failure in the performance and observance of the terms, covenants and conditions of this Agreement.

#### **Subrogation**

29. In the event that any indemnity payment is made under this Agreement, the Indemnifier will be subrogated to the extent of this payment to all of the rights of recovery of the Indemnitee. The Indemnitee will take all action required and provide all information necessary to secure these rights and to fully enable the Indemnifier to take any action to enforce these rights in the recovery of the indemnity payment.

#### **Amendments**

30. This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnitee.

#### **Assignment of Indemnifier Rights and Obligations**

31. The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnitee.

#### **Assignment of Indemnitee Rights and Obligations**

32. The rights and obligations of the Indemnitee as existing under this Agreement may be assigned, either in whole or in part, upon written notice to the Indemnifier.

**Notices**

33. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

**Governing Law**

34. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

**Jurisdiction**

35. The courts of the Province of Ontario are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

**General Provisions**

36. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Indemnitee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
37. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
38. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, legal representatives, successors and assigns.
39. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
40. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.

- 41. Time is of the essence in this Agreement.
- 42. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
- 43. Headings are inserted for the convenience of the Parties only and will not be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

**IN WITNESS WHEREOF** the Indemnatee and the Indemnifier have duly affixed their signatures under hand and seal on this 4<sup>th</sup> day of June 2024.

**2630306 Ontario Inc. o/a Paybank Financial (Indemnifier)**

DocuSigned by:  
  
 90745ED02A024C4...  
 \_\_\_\_\_  
 Authorized Signatory

**First Global Financial Inc. (Indemnifier)**

DocuSigned by:  
  
 2D87AEFA8FAE464...  
 \_\_\_\_\_  
 Authorized Signatory

**Trans Global Partners Limited (HK)  
(Indemnatee)**

DocuSigned by:  
  
 475135FE30794C4...  
 \_\_\_\_\_  
 Authorized Signatory

# APPENDIX 30

## FULL AND FINAL RELEASE

**IN CONSIDERATION OF** the payment of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, received from or on behalf of Trans Global Partners HK Limited aka Trans Global Partners Limited (H.K.) (together with their directors, officers, shareholders, respective successors, assigns, heirs, trustees, estate trustees and legal representatives including the directors and officers and each of their respective successors, assigns, heirs, trustees, estate trustees and legal representatives that served on each of the subsidiary companies collectively defined as the Corporations (as that term is defined under the applicable Transaction), (collectively the “**Releasees**” and individually a “**Releasee**”), the receipt and sufficiency of which is hereby irrevocably acknowledged, and in accordance with and subject to the terms of the various share purchase agreements entered into by and between the undersigned, and all related agreements, schedules, and other materials executed in the course of completing the transaction on June 4, 2024 (collectively the “**Transactions**” and individually a “**Transaction**”), the undersigned, First Global Financial Corp. and 2630306 Ontario Inc. o/a Paybank Financial (the “**Releasors**”) do hereby irrevocably, unconditionally and fully release, remise and forever discharge the Releasees of and from any and all claims, demands, actions, causes of action, proceedings, suits, debts, duties, accounts claims over, losses, injuries, undertakings, damages, costs, interest, covenants, obligations and liabilities of every nature and kind, whatsoever and howsoever arising, based in law or in equity, which the Releasors ever had, now have or may hereafter have, whether known or unknown, matured or unmatured, absolute or contingent, for or by any reason or any cause, matter or thing existing up to the date hereof, including but not limited for, by reason of or in connection with the Transactions entered into between the parties, and any cause, matter or thing in any way relating thereto, excluding any items for which the Releasees has agreed in the course of the Transactions to indemnify the Releasors (collectively, the “**Released Claims**”).

**AND FOR THE SAID CONSIDERATON** the Releasors covenants and agrees not to directly or indirectly make any claim or commence any proceedings against any other person, firm, partnership, business or corporation who or which might claim contribution or indemnity or other relief from the Releasees, under the provisions of any statute or otherwise.

**AND FOR THE SAID CONSIDERATION** the Releasors represent and warrant that they have not assigned to any person or corporation any of the Released Claims and waives and relinquishes any right or benefit which the undersigned may have under law or under any other jurisdiction to the fullest extent that it may lawfully waive such rights and benefits pertaining to the subject matter of the release herein. In that regard, the undersigned further acknowledges that its solicitor may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of the release herein, and that it is each of the undersigned’s intention, fully, finally and forever to settle and release all of its possible claims with respect to the matters which are the subject matter of the release herein. It is expressly understood that notwithstanding the discovery or existence of any such additional or different claims or facts, this release shall be and remain in full force and effect as full and complete release with respect to the released claims herein. The undersigned further acknowledges that the Releasees has each not made any representation of any kind or character whatsoever in order to induce the execution of this Release.

**AND IT IS HEREBY DECLARED, CONFIRMED AND ACKNOWLEDGED** that the Releasors have read and understand the terms of this Release, have had the benefit of independent legal advice regarding this Release, and have not been induced to execute this Release by reason of any representation or warranty or any nature or kind whatsoever, and that there is no condition, express or implied, or collateral agreement affecting this Release, except for provided in the Transaction documents or herein.

**AND IT IS UNDERSTOOD AND AGREED** that this Release may be executed in separate counterparts and the delivery, receipt and execution of this Release by electronic transmission (by fax and/or email) shall be deemed good and sufficient as if executed and delivered in original form.

**THIS RELEASE** shall be governed by and construed in accordance with the laws of the Province of Ontario and applicable federal laws of Canada.

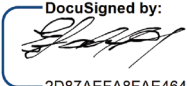
**THIS RELEASE** shall enure to the benefit of and be binding upon the heirs and legal personal representatives of the undersigned and the successors, assigns, heirs and legal personal representatives of the Releasees respectively.

**THIS RELEASE** shall be amended accordingly in the event that any one or more of the provisions of this Release shall be declared invalid, illegal, or unenforceable in any respect, it being understood that the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.


[signature page follows]

**IN WITNESS WHEREOF** the Releasors have executed this Full and Final Release this 4<sup>th</sup> day of June, 2024.

**First Global Financial Corp.**

By:   
2D87AEFA8FAE464  
Name: Elena Salvatore  
A.S.O

**2630306 Ontario Inc. o/a Paybank  
Financial**

By:   
90745ED92A924C4  
Name: Behzad Pilehver  
A.S.O

# APPENDIX 31

Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

B E T W E E N:

*(Court Seal)*

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE  
HOFFNER

Applicants

and

FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT  
SALVATORE and TIBERIS CAPITAL CORP.

Respondents

APPLICATION UNDER ss. 248 of the Business Corporations Act, R.S.O. 1990, c. B.16

**NOTICE OF APPLICATION**

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing *(choose one of the following)*

- In person
- By telephone conference
- By video conference

at the following location:

#4015702.3

-2-

45 Main Street E.

Hamilton, Ontario L8N 2B7

*(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)*

on Thursday, October 31, 2024, at 10:00 a.m., *(or on a day to be set by the registrar)*.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date

\_\_\_\_\_

Issued by

\_\_\_\_\_

Local Registrar

Address of court office: 45 Main Street E.  
Hamilton, Ontario  
L8N 2B7

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TO: First Global Financial Corp.  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M3C 3W2

AND TO: Elena Salvatore  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M3C 3W2

AND TO: Vincent Salvatore  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M3C 3W2

AND TO: Tiberis Capital Corp.  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M3C 3W2

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## APPLICATION

1. The Applicants Trans Global Partners Limited (“Trans Global”), Randy Hoffner (“**Mr. Hoffner**”) and Pauline Hoffner (“**Ms. Hoffner**”) make application for: *(State here the precise relief claimed.)*

- (a) An order piercing the corporate veil and holding the Respondents as liable as for the acts of one another;
- (b) An order approving:
  - (i) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the “**5980 Colonel Talbot Purchaser**”) and providing a vesting in **5980** Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the “**5980 Colonel Talbot Sale**”);
  - (ii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (“**6172 Colonel Talbot Purchaser**”) and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the “**6172 Colonel Talbot Sale**”); and

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- (iii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the “**Wonderland Purchasers**”) and providing a vesting in the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the “**Wonderland Sale**”) (jointly the “**London Property Sales**”)
- (c) A mandatory Order compelling the Respondents to disgorge to the Applicants by way of payment to SimpsonWigle LAW LLP the proceeds, less all legitimate fees and costs, of the London Property Sales or in the alternative payment of same to SimpsonWigle LAW LLP in trust, or in the further alternative to be paid into court.
- (d) A mandatory order compelling the Respondents to disclose the particulars of all sales of properties owned by First Global or companies which First Global came to control, directly or indirectly, by way of the TGP Canada Transaction as defined below;
- (e) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the sale of any property owned by any of those companies, and the accounting shall include particulars as to how and where

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the money obtained from the sale was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

- (f) An order declaring that the Transfer of Charge registered by Greenvalley Estates Inc. (“**Greenvalley**”) on the instructions of First Global, and registered as Instrument Number ER1582697 on July 18, 2024 (the “**Transfer of Charge**”) on title to the lands and premises known as:

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,

Being all of PIN 08203-0074 (LT),

And being municipally described as 4423 Highbury Avenue, South, London, Ontario (the “**Property**”)

With respect to the mortgage registered on title for the Property as instrument number ER1582696 (the “**Highbury Mortgage**”) for which Greenvalley is the chargee and Milton 525 is the chargor (the “**Chargor**”) is void and/or unenforceable.

- (g) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Highbury Mortgage, and the accounting

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shall include particulars as to how and where the money obtained from the sale was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

- (h) A mandatory Order directing the Chargor to pay to SimpsonWigle LAW LLP in trust all monies due and owing by the Chargor to Greenvalley pursuant to the Highbury Mortgage, as they become due and owing,
- (i) An order that the registration of the cautions against title to the lands legally described in Schedule “A” hereto, be and the same is hereby discharged.
- (j) A declaration that the Respondent First Global is in default of the SPAs and the Promissory Notes, as defined below;
- (k) A declaration that the Respondent First Global’s breach of the Promissory Notes constitutes an “Event of Default” under the Pledge Agreement defined below;
- (l) An order in accordance with Article VI “Remedies” of the SPA:
  - (i) Requiring First Global to transfer all of the Collateral as defined in the SPA (the “Collateral”) into the name of Trans Global;
  - (ii) permitting Trans Global to notify the parties obligated on any of the Collateral to make payment to Trans Global of any amount due or to due thereunder;

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- (iii) Allowing any officer or director of Trans Global to endorse any cheques, drafts, or other writings in the name of the Respondent First Global to allow the collection of the Collateral;
- (iv) permitting Trans Global to take control of any proceeds of the Collateral;  
and
- (v) permitting Trans Global to execute, in the name place and stead of the Respondent First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.
  
- (m) An order, without limiting the forgoing, that Trans Global is empowered to do and take all actions with respect to the Collateral to which it is entitled pursuant to the SPA.
  
- (n) An interim and interlocutory order in the form of a Mareva Injunction restraining the Respondents, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending satisfaction of any judgment granted herein, from directly or indirectly, by any means whatsoever:
  - (i) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada

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Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

- (ii) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;
  - (iii) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and
  - (iv) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.
- (o) An order declaring that the Respondents First Global Financial Corp., Elena Salvatore and Vincent Salvatore have acted in a manner that is oppressive, prejudicial and disregards the Applicants interests and that the Applicants are entitled to the relief set out at Section 258 of the *Business Corporations Act*, R.S.O. 1990 (the “*OBCA*”).
- (p) An Order for damages payable to the Applicants by the Respondents in the amount of \$12,444,121.92 plus interest at the default rate of 26.82%.
- (q) A declaration pursuant to Section 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the “*BIA*”) that any amounts awarded herein are debts or liabilities that are arising out of fraud, embezzlement, misappropriation

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or defalcation while acting in a fiduciary capacity, or resulting from obtaining property by false pretences or fraudulent misrepresentation.

- (r) An Order abridging the time for filing and service of the application materials, if necessary;
- (s) If necessary, an order dispensing with the requirement to deliver a factum on the initial hearing of this Application for interim and/or interlocutory relief;
- (t) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (u) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;
- (v) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and
- (w) Such further and other Relief as to this Honourable Court may seem just.

**THE PARTIES**

THE APPLICANT TRANS GLOBAL PARTNERS LIMITED (TRANS GLOBAL) & TIM SHIELDS (“MR. SHIELDS”)

2. The Applicant, Trans Global, is a corporation existing under the laws of the special administrative region of Hong King, which operates out of its head office located at 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5. Prior to in or about June 6, 2024, Trans Global

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was the registered, legal and beneficial owner of all issued and outstanding shares in the capital of the company TGP Canada Management Inc.

3. While not a party to this Application, Tim Shields (“**Mr. Shields**”) is an individual residing in Tokyo, Japan. Mr. Shields was also, during certain times, an officer and director of the Applicant Trans Global. Mr. Shields was an officer and director of the corporations defined below as Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

THE APPLICANT RANDY HOFFNER (THE AFFIANT) & 183 ONTARIO LIMITED (“183”)

4. The Applicant, Randy Hoffner (“**Mr. Hoffner**”), is an individual residing in the City of Mississauga in the Province of Ontario. Prior to in or about July 4, 2024, he was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation 1837732 Ontario Limited. Prior to in or about June 4, 2024, Mr. Hoffner was also an officer and director of the corporations defined below as TGP Canada, Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

5. While not a party to this Application, 1837732 Ontario Limited (“**183**”) is a corporation incorporated pursuant to the laws of the Province of Ontario.

THE APPLICANT PAULINE HOFFNER (“MS. HOFFNER”) AND TGP PROPERTY MANAGEMENT INC. (“TGP PROPERTY”)

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6. The Applicant Pauline Hoffner (“**Ms. Hoffner**”) is an individual residing in the City of City of Mississauga, in the Province of Ontario. Mr. Hoffner is my spouse. Prior to in or about June 4, 2024 Ms. Hoffner was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation TGP Property Management Inc.

7. While not a party to this Application, TGP Property Management Inc. (“**TPG Property**”), is a corporation incorporated pursuant to the laws of the Province of Ontario.

TGP CANADA MANAGEMENT INC. (“TGP CANADA”) AND 2630306 ONTARIO INC. O/A PAYBANK FINANCIAL (“PAYBANK”)

8. While not a party to this Application, TGP Canada Management Inc. (“**TGP Canada**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. Prior to in or about June 4, 2024, Trans Global was the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP Canada.

9. While not a party to this Application, 2630306 Ontario Inc. o/a Paybank Financial (“**Paybank**”) is a corporation incorporated pursuant to the laws of the province of Ontario.

TITAN SHIELD INC.

10. While not a party to this Application, Titan Shield Inc. (“**Titan Shield**”) is a corporation incorporated pursuant to the laws of the province of Ontario. Titan Shield is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield Inc.

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TRILLIUM SHIELD INC.

11. While not a party to this Application, Trillium Shield Inc. (“**Trillium Shield**”) is a corporation incorporated pursuant to the province of Ontario. Trillium Shield is the registered, legal and beneficial owner of all of the issued and outstanding shares in the TSI Group of Companies Inc.

TSI GROUP OF COMPANIES INC.

12. While not a party to this Application, TSI Group of Companies Inc. (“**TSI Group**”) is a corporation incorporated pursuant to the laws of the province of Ontario. TSI Group, directly or indirectly, is involved with the corporations Land Mutual Inc. and Canadian Shield Inc.

LAND MUTUAL INC. AND THE LAND MUTUAL SUBSIDIARY COMPANIES

13. While not a party to this Application, Land Mutual is a corporation incorporated pursuant to the laws of the Province of Ontario. Land Mutual, directly or indirectly, is involved with various subsidiary companies (jointly the “**Land Mutual Subsidiary Companies**”). The Land Mutual Subsidiary Companies are the owners of various real properties.

CANADIAN SHIELD INC. AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

14. While not a party to this Application, Canadian Shield is a corporation incorporated pursuant to the laws of the Province of Ontario. Canadian Shield, directly or indirectly, is involved with various subsidiary companies (jointly the “**Canadian Shield Subsidiary Companies**”). The Canadian Shield Subsidiary Companies are the owners of various real properties.

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THE RESPONDENTS FIRST GLOBAL FINANCIAL CORP. (“FIRST GLOBAL”), ELENA SALVATORE, VINCENT SALVATORE

15. The Respondent First Global Financial Corp. (“**First Global**” and the “**Respondent**”) is a corporation incorporated pursuant to the laws of the province of Ontario operating from its head office located at PH5-801 Lawrence Ave. East, Toronto, Ontario, M3C 3W2.

16. The Respondent, Elena Salvatore (“**Ms. Salvatore**”), is an individual residing in the City of Toronto in the Province of Ontario. Ms. Salvatore is the sole officer and director of First Global.

17. The Respondent, Vincent Salvatore (“**Mr. Salvatore**” and jointly with First Global and Ms. Salvatore the “**Respondents**”), is an individual residing in the City of Toronto in the Province of Ontario. Mr. Salvatore is married to Ms. Salvatore. Mr. Salvatore, along with Ms. Salvatore, are the governing minds of First Global. Mr. Salvatore is the sole officer and director of the Respondent Tiberis Capital Corp.

18. The Respondent Tiberis Capital Corp. (“**Tiberis**”) is a corporation incorporated pursuant to the laws of the province of Ontario. Mr. Salvatore is the sole officer and director of Tiberis. Mr. Salvatore, and potentially Ms. Salvatore, are owners of Tiberis

THE TITAN SHIELD SHARE SALE AND PURCHASE

The TGP Canada Management Inc. Share Purchase Agreement

19. In or about June 4, 2024, TPG Canada as vendor and First Global as purchaser entered into a Share Purchase Agreement (the “**TGP Canada Transaction**”) dated June 4, 2024 (the “**TGP Canada SPA**”) pursuant to which, *inter alia*,

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- (a) TGP Canada would sell to First Global all of its shares in Titan Shield (the “**Titan Shield Shares**”);
  - (b) The closing of the purchase and sale of the Titan Shield Shares was to take place on June 4, 2024 (the “**SPA Closing Date**”);
  - (c) First Global agreed to pay to SimpsonWigle LAW LLP (“**SimpsonWigle**”), counsel for Trans Global, in trust, on behalf of Trans Global, the purchase price of Ten Thousand Dollars (\$10,000.00) within 7 days of the Closing Date (the “**TGP Canada Purchase Price**”); and
  - (d) First Global agreed to pay to SimpsonWigle One Hundred Thousand Dollars (\$100,000.00) towards legal costs incurred with respect to the transactions referenced in the SPAs within 7 days of the Closing Date (the “**Legal Fees**”).
20. It was at all times understood by the parties:
- (a) that Trans Global was the ultimate recipient of the TGP Canada Purchase Price to be paid pursuant to the TGP Canada SPA;
  - (b) that the failure to pay the TGP Canada Purchase Price in accordance with the terms of the TGP Canada SPA would deny Trans Global the benefit of those monies; and
  - (c) that the Legal Fees to be paid by it in accordance with the TGP Canada SPA was to pay to SimpsonWigle LAW those legal fees incurred by the Applicants in facilitating the sales referenced herein; and

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- (d) that should it fail, or otherwise refuse to pay the Legal Fees in accordance with the TGP Canada SPA that the Applicants would be required to pay to SimpsonWigle LAW their respective shares of the legal fees incurred in facilitating the herein referenced transactions.

21. Pursuant to the terms of the TGP Canada SPA, upon closing the Respondent would have direct or indirect control of the real properties owned by the Land Mutual Subsidiary Companies and the Canadian Shield Subsidiary Companies.

THE TGP CANADA MANAGEMENT SHARE SALE AND PURCHASE

The Trans Global Partners Limited Share Purchase Agreement

22. In or about June 4, 2024, and immediately following the TGP Canada transaction, Trans Global as vendor and Paybank as Purchaser entered into a share purchase agreement dated June 4, 2024 (the “**Trans Global SPA**”) pursuant to which Trans Global sold to Paybank all of its shares in TGP Canada.

The Trans Global Partners Limited Promissory Note

23. First Global executed a promissory note in favour of Trans Global (the “**Trans Global Promissory Note**”) the terms of which were, *inter alia*, as follows:

- (a) the principal amount of Seven Million Dollars (\$7,000,000.00) (the “**Principal Amount**”);

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- (b) the principal amount was to be paid on or before August 3, 2024 unless renewed or extended;
- (c) the parties may mutually agree to a renewal or extension of the due date in exchange for an extension/renewal fee of Five Hundred Thousand Dollars (\$500,000.00) (the “**Extension Fee**”);
- (d) the note would be interest free unless a default occurs; and
- (e) upon default, interest shall be charged at the rate of 26.82% per annum, calculated semi-annually not in advance, from the date of default;
- (f) First Global agreed to:
  - (i) Deliver a collateral charge in the Principal Amount as against the property municipally referred to as 11720 Highway 27, Vaughan, Ontario (the “**Highway 27 Property**”); and
  - (ii) Execute a share pledge agreement pledging all of the issued and outstanding shares in Titan Shield and consequently, as a result of said pledge included all of the issued and outstanding shares in Trillium Shield, TSI Group, Land Mutual Inc, Canadian Shield Inc., Land Mutual Subsidiary Companies and Canadian Shield Subsidiary Companies.

THE TGP PROPERTY MANAGEMENT INC. SHARE SALE AND PURCHASE

The Pauline Hoffner Share Purchase Agreement

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24. In or about June 4, 2024, and immediately following the TGP Canada transaction, Ms. Hoffner as vendor and First Global as purchaser entered into a Share Purchase Agreement dated June 4, 2024 (the “**Ms. Hoffner SPA**”) the terms of which, *inter alia*, are as follows:

- (a) Ms. Hoffner would sell to First Global all of her shares in TGP Property (the “**TGP Property Shares**”);
- (b) The closing of the purchase and sale of the TGP Property Shares was to take place on the SGA Closing Date;
- (c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “**Ms. Hoffner Purchase Price**”); and
- (d) The Ms. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the “**Ms. Hoffner Promissory Note**”).

The Pauline Hoffner Promissory Note

25. The Ms. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that:

- (a) the principal amount would be in the amount of the Ms. Hoffner Purchase Price, being One Million Five Hundred Thousand Dollars (\$1,500,000.00); and
- (b) the Ms. Hoffner Principal amount was to be paid on or before June 11, 2024 unless renewed or extended.

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THE 1837732 ONTARIO INC. SHARE SALE AND PURCHASE

The Randy Hoffner Share Purchase Agreement

26. In or about June 4, 2024, and immediately following the TGP Property transaction, Mr. Hoffner as vendor and First Global as purchaser, entered into a Share Purchase Agreement dated June 4, 2024 (the “**Mr. Hoffner SPA**”) the terms of which, *inter alia*, are as follows:

- (a) he would sell to First Global all of his shares in 183 (the “**183 Shares**”);
- (b) the closing of the purchase and sale of the 183 Shares would take place on the SPA Closing Date;
- (c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “**Mr. Hoffner Purchase Price**”); and
- (d) The Mr. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the “**Mr. Hoffner Promissory Note**”).

The Randy Hoffner Promissory Note

27. The Mr. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that the principal amount would be in the amount of the Mr. Hoffner Purchase Price being One Million Five Hundred Thousand Dollars (\$1,500,000.00).

THE SHARE PLEDGE AGREEMENT

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28. In accordance with the terms of the Trans Global Promissory Note, the Ms. Hoffner Promissory Note and the Mr. Hoffner Promissory Note (jointly the “**Promissory Notes**”) First Global executed a Share Pledge Agreement dated June 4, 2024 (the “**Pledge Agreement**”) in favour of Trans Global, Mr. Hoffner and Ms. Hoffner.

29. The terms of the Pledge Agreement were, *inter alia*, as follows:

- (a) In accordance with section 2.1, First Global, as collateral security for the payment and performance of all present and future indebtedness, liabilities and obligations of First Global to the Applicants, First Global granted to the Applicants a continuing security interest in various collateral (the “**Collateral**”) including, but not limited to, the following:
  - (i) all issued and outstanding shares of capital stock in Titan Shield;
  - (ii) all other shares in Titan Shield acquired by First Global; and
  - (iii) the proceeds of same.
- (b) In accordance with section 4.4, in the Event of Default, which is defined in the Pledge Agreement as a default under the Promissory Notes (the “**Event of Default**”), First Global agreed that:
  - (i) It is to deliver to one of the Applicants (the “**Holder**”), as directed by the Applicants, all proceeds of the Collateral to be held by the Holder as additional collateral;

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- (ii) the Holder may exercise the voting power and all other incidental rights of ownership with respect to the Titan Shield shares or other shares of capital stock constituting Collateral and First Global granted the Applicants an irrevocable proxy to vote the Titan Shield shares and such other Collateral;
  - (iii) it would deliver any additional proxies and other documents reasonably requested by the Holder that may be necessary to allow the Holder to exercise such voting power;
- (c) in accordance with section 6.1 that, in the Event of Default the Holder, on behalf of the Applicants, had certain other remedies available to it including, but not limited to:
- (i) the Holder may exercise the rights and remedies of a secured party on default under the PPSA including, but not limited to, selling the Collateral or any part of it; and
  - (ii) the Holder could:
    - (1) transfer all or any part of the Collateral into the name of the Holder, or their nominee or assignee;
    - (2) notify the parties obligated on any of the Collateral to make payment to the Holder of any amount due or to become due thereunder;
    - (3) enforce collection of any of the Collateral by suit or otherwise;

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- (4) endorse any cheques, drafts or other writings in First Global's name to allow collection of the collateral;
  - (5) take control of the proceeds of the Collateral; and
  - (6) execute, in the name, place and stead of First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral;
- (iii) First Global agreed to pay to the Applicants the amounts of any and all reasonable expenses, including reasonable fees and disbursements of its counsel and of any expert and agents, which the Applicants may incur in connection with:
- (1) Administration of the Pledge Agreement;
  - (2) The custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;
  - (3) The exercise or enforcement of any of the rights of the Applicants under the Pledge Agreement;
  - (4) The failure of First Global to perform or observe any of the provisions of the Pledge Agreement; and
  - (5) Advancing of any funds pursuant to the Pledge Agreement.

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30. On June 6, 2024, the Applicants, by way of their counsel, registered in the Ontario Personal Property Registry a lien as against First Global as the debtor in favour of the Applicants as secured parties, with respect to the collateral classified as “accounts” and “other” pursuant to the terms of the Pledge Agreement.

THE COLLATERAL MORTGAGE

31. On June 6, 2024, the Applicants, by way of their counsel, registered a charge against the Highway 27 Property (the “**Collateral Mortgage**”) as instrument number YR3684667 and immediately thereafter registered an application to change name-instrument to correct the name of Trans Global as Trans Global Partners Limited, as evidenced by instrument number YR3684727.

32. The terms of the Collateral Mortgage include, but are not limited to the following:

- (a) The mortgage will be interest free unless a default occurs under the mortgage;
- (b) If a default occurs interest will be charged at 26.82% per annum, calculated semi-annually not in advance, from the date of default;
- (c) All terms contained in the Promissory Notes are incorporated in the Collateral Mortgage and apply to the Collateral Mortgage;
- (d) All fees, charges or payments incurred, expended or paid by the Applicants together with the interest thereon, will be added to the indebtedness to be repaid by the Respondents to the Applicants forthwith and, until repaid, will constitute a charge upon the Highway 27 Property;

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- (e) That any occurrence of an event of default under the provisions of the Collateral Mortgage will constitute a default under any other charge or security document (the “Security Documents” between the Applicants and the Respondents and default under any of the other Security Documents will constitute an event of default under the provisions of the Collateral Mortgage);
- (f) That upon and during the continuance of an event of default under the Collateral Mortgage or a default under the other Security Documents, the Applicants pursue their remedies under those Security Documents; and
- (g) Upon default in payment of principal or interest under this Collateral Mortgage, or in the performance of any of the terms and conditions of the Collateral Mortgage, the Applicants may enter into and take possession of the Highway 27 Property.

**FIRST GLOBAL FINANCIAL CORP.’S REQUEST FOR AN EXTENSION OF PAYMENT TERMS**

33. On agreement between the parties to the SPAs, the Closing Date of the transactions contemplated by the SPAs was extended to June 6, 2024 (the “Amended Closing Date”).

34. As of the Amended Closing Date, the Applicants complied with all of their obligations pursuant to the terms of the various SPAs such that by the amended closing date, First Global was the owner of the Titan Shield Shares, the TGP Property Shares and the 183 Shares.

35. Despite the terms of the TGP Canada SPA and the Ms. Hoffner Promissory Note which required payment of the TGP Canada Purchase Price and the Ms. Hoffner Principal Amount (the “Arrears”) by June 12, 2024, as of that date no payment had been made by First Global.

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36. Pursuant to an agreement between the parties, the deadline for the payment of the Arrears was extended to June 21, 2024 in exchange for First Global agreeing to pay the Extension Fee. Despite this agreement however the Arrears were not paid as of this date. Subsequently the Respondents advised that the amount would be paid within the non-specific period of two weeks.

**FIRST GLOBAL FINANCIAL CORP.'S BREACH OF THE SPAs AND PROMISSORY NOTE**

37. On July 5, 2024, counsel for the Applicants sent a Notice of Default to the Respondents by way of Registered Mail confirming the Respondents' breach and demanding payment of those amounts due and owing as of that date.

38. On July 16, 2024, when no payment towards the amounts owing had been made by the Respondents, the Applicants' Counsel sent a Notice of Sale Under Charge/Mortgage demanding payment of all outstanding amounts, inclusive of principal, interest and fees, by no later than August 22, 2024, failing which the Applicants would proceed to sell the Highway 27 Property.

39. On September 9, 2024, counsel for the Applicants sent a Notice pursuant to section 63(4) of the *Personal Property Security Act* on behalf of the Applicants, putting First Global on Notice that, in light of First Global's default, the Applicants intended to enforce their security under the Pledge Agreement (the "PPSA Notice").

40. Despite the PPSA Notice, all amounts owing under the SPAs, Promissory Notes and Collateral Charge remained due and owing, and continued to accrue interest.

41. The Respondents' failure to pay the monies owing under the Ms. Hoffner Promissory Note on June 21, 2024, and under the Mr. Hoffner Promissory Note and the TGP Canada Promissory

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Note on August 3, 2024, constituted not only a breach of the terms of the Collateral Mortgage but also an Event of Default under the Pledge Agreement pursuant to which the Applicants were permitted to, amongst other things, enforce their security under the Pledge Agreement.

**FRAUDULENT AND/OR BAD FAITH ACTIONS OF FIRST GLOBAL FINANCIAL CORP.**

42. Despite First Global having not paid any monies owing pursuant to the SPAs and/or the Promissory Notes as well as failing to comply with its obligations under the Pledge Agreement, the Respondents have taken actions with respect to assets they have come to control by way of the SPAs which serves to convert the profits of same to their own benefit.

43. These actions, as hereinafter described, are part of a fraudulent scheme perpetrated by the Respondents (the “Fraudulent Scheme”) which was conducted as follows:

- (a) The Respondents, utilizing First Global, entered into the Share Purchase Agreements, and primarily the First Global SPA, pursuant to which they agreed to purchase shares in companies that, directly or indirectly, control certain real properties, namely those owned by the Subsidiary Companies;
- (b) The Respondents negotiated terms for the TPG Canada SPA pursuant to which First Global received the benefit of TPG Canada Transaction, including taking direct or indirect control of those real properties owned by the Subsidiary Companies;
- (c) The Respondents negotiated terms for the Promissory Notes pursuant to which First Global could delay making payment thereunder until June 11, 2024, in the case of

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the Ms. Hoffner Promissory Note, or August 3, 2024, in the case of Trans Global Promissory Note and the Mr. Hoffner Promissory Note;

- (d) At all times the Respondents represented that they had sufficient funds to pay those amounts owing pursuant to the Trans Global SPA and the Promissory Notes;
- (e) Despite those representations, almost immediately after the closing of the transactions contemplated under the SPAs, the Respondents advised the Applicants that they would not be able to make payment, first until June 21, 2024 and then on June 21, 2024, at some hypothetical period within two (2) weeks;
- (f) Almost immediately thereafter the Respondents, utilizing means outlined in more detail below:
  - (i) Commenced a fire sale of certain real properties they took control, directly or indirectly, pursuant to the terms of the SPAs;
  - (ii) directed the proceeds of those sales to themselves and/or dispersing them to parties unknown to the Applicants;
  - (iii) assigned certain receivables which are properly directed to certain Subsidiary Companies to companies which they own; and
  - (iv) encumbered certain real properties owned by the Subsidiary Companies in order to prevent the Applicants from enforcing their security;

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- (v) refused to pay liabilities which they had assumed pursuant to the Trans Global SPA resulting in the loss of further assets; and
- (vi) generally refused to direct any monies received since the closing of the transactions contemplated by the SPAs to the Applicants despite their clear obligations.

44. The Respondents at all times knew that ultimately the Applicants would enforce their security under the Pledge Agreement which would entitle them to control those companies which Titan Shield, directly or indirectly, controlled including, but not limited to the Subsidiary Companies, and by extension the real properties that they owned. Consequently, the Respondents acted in a manner to strip from those companies as much assets as possible to deprive the Applicants of the benefit of those assets when they did so.

THE SALE OF 4423 Highbury Avenue South, London, Ontario

45. On August 6, 2024, First Global sold the property municipality referred to as 4423 Highbury Avenue South, London, ON N6N 1J2 (the “**Highbury Property**”) owned by Greenvalley Estates Inc. (“**Greenvalley**”), one of the Land Mutual Subsidiary Companies, for the total sum of Nine Million, Nine Hundred Thousand Dollars (\$9,900,000.00) of which half was paid to, presumably, Greenvalley, and the remaining half paid by way of a vendor take back mortgage in favour of Greenvalley (the “**Highbury Mortgage**”).

46. The Applicants have not received any portion of the proceeds received by the Respondents with respect to the sale of the Highbury Property. The Applicants state that these proceeds no longer remain with Greenvalley in as much as they have either been distributed to the Applicants

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or third parties. Furthermore, on July 18, 2024, Greenvalley registered a Transfer of Charge on title for the Highbury Property, on the instructions of the Respondents, transferring its interest in the Highbury Mortgage to the Respondent Tiberis.

47. These heretofore described actions were designed to benefit the Respondents while denying the Applicants the opportunity to benefit from these assets/receivables should they subsequently enforce their rights under the Pledge Agreement.

ENTERING INTO AN AGREEMENT OF PURCHASE AND SALE OF THE THREE LONDON PROPERTIES

48. On July 30, 2024, Ms. Salvatore entered into three Agreements of Purchase and Sale on behalf of the Land Mutual Subsidiary Companies, Talbot Crossing Inc., London Valley II Inc. and London Valley V Inc. (jointly the “Sellers”), pursuant to which she sought to sell to Clawson Group Inc. (the “**London Properties Sale**”) the properties municipally referred to as 5980 Colonel Talbot Road, London , ON N6P 1J1, 6172 Colonel Talbot Road, London, ON N6P 1J1 and Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (jointly the “**London Properties**”), for the total purchase price of Ten Million, Eighteen Thousand, Six Hundred and Seventy-Four Dollars and Twenty-Four Cents (\$10,018,674.24). By way of certain Assignment of Agreement of Purchase and Sale, the purchasers of the London Properties were changed (jointly the “**Purchasers**”).

49. In correspondence exchanged between Counsel it was agreed that the closing date to the London Properties Sale would be extended to November 6, 2024, or within 4 days of the Sellers obtaining a court order directing and vesting title to the London Properties to the Purchasers.

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Failing that the Purchaser's counsel advised that the London Properties Sale would not close without the following:

- (a) Satisfactory evidence as to the Officers and Directors authorizing the subject transactions including but not limited to such Corporate Resolutions necessary to give effect to the applicable Agreements of Purchase and Sale and subsequent title transfers, supported by Officers Certificates and executed solicitor Legal Opinions confirming the veracity, execution and validity of the subject Agreements, Transfers of Title, together with the supporting closing documents and Corporate Resolutions and Documents as contemplated by the constating documents of the Corporations;
- (b) Sworn Statutory Declarations of the Officers/ Directors of the subject Corporations attesting to but not limited to: the validity of the foregoing documents; the enforceability thereof; the validity of the sale and Transfer of the subject properties; and that there is no other person or entity having an interest in or claim to the subject properties and the proceeds of the sale thereof;
- (c) Indemnity's from the Sellers, the Principals and Shareholders indemnifying the Buyers from any claims arising subsequent to the completion of the transactions against the Buyers in respect of any competing parties' potential interest in the properties or the sale proceeds thereof or otherwise; and
- (d) Releases from such other Party or entity claiming such interest in the subject properties and/or the proceeds of the sale thereof.

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50. The Applicants do not object to the Sellers proceeding with the sale of the London Properties to the Purchasers. However, as a condition of doing so, the Applicants submit they are entitled to the imposition of certain court orders requiring all proceeds from those sales be paid to SimpsonWigle LAW in trust, or, alternatively into court.

51. The Applicants submit that if the Respondents are permitted to proceed with the sale of the London Properties without restrictions, the Respondents will remove, or otherwise transfer those assets by means which will deny the Applicants the ability to benefit from those amounts as part of the enforcement of their rights under the Pledge Agreement.

LISTING OF CERTAIN PROPERTIES BELONGING TO THE LAND MUTUAL SUBSIDIARY COMPANIES AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

52. The Respondents registered cautions (the “Cautions”) against certain properties owned by the Land Mutual Subsidiary Companies, namely:

<b>Property Address</b>	<b>Owner</b>	<b>MLS #</b>	<b>Proposed Price</b>
(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	\$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	\$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	\$1.00
2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	\$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	\$3,240,000.00

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85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	\$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	\$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	\$3,495,000.00

53. The Applicants did not have knowledge of these listings at the time they were made, nor did they consent to the listing of these properties. Furthermore, the Applicants have never consented to the sale of any of these properties and deny that the Respondents are entitled to sell same under the circumstances.

54. While it appears that the aforementioned listings have since been removed, it is unknown to the Applicants whether other properties have been listed and/or if the Respondents are making efforts to sell the properties held by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies by way of alternative means that would not result in an MLS listing.

55. The Applicants further submit that the property municipally referred to as 9063 Twiss Road, Milton, ON L0P 1B0 (the “**Twiss Property**”) is not owned by any company that First Global acquired control, either directly or indirectly, by way of the TGP Canada Transaction. It was, at all times relevant to these proceedings, owned by the Applicant Mr. Hoffner. Despite this, the Respondents still registered a caution against this property. Consequently, it is unclear on what grounds the Respondents believe they were entitled to list a property which they did not control, either directly or indirectly, for sale regardless of whether they had the authority of the owner, which in this case they did not have.

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REGISTERING CAUTIONS ON PROPERTIES FOR WHICH IT HAS NO INTEREST

56. On September 11, 2024, being the same day that counsel for the Respondents received the PPSA Notice, First Global registered cautions against eleven (11) properties (the “**Cautions**”) owned by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies. Specifically, First Global registered cautions against the following properties (jointly the “**Encumbered Properties**”):

Property Address	Owner	MLS #	Proposed Price
(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	\$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	\$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	\$1.00
2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	\$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	\$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	\$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	\$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	\$3,495,000.00

57. The Cautions registered against the Encumbered Properties all indicate that they were registered pursuant to section 71 of the *Land Titles Act*, and that the nature of the interest is “*the*

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*caution is being registered by First Global Financial Corp., who claims an ownership interest in the property through its subsidiaries”.*

58. The Applicants submit that registering the Cautions on the Encumbered Properties served no purpose but to complicate the Applicants’ abilities to enforce their security under the Pledge Agreement.

59. Again, the Twiss Property is not owned by First Global or any company which it acquired control, either directly or indirectly, by way of the TGP Canada Transaction. Despite this, First Global registered a caution against the Twiss Property pursuant to which they have alleged having an ownership interest on same.

60. Despite demands that these Charges be discharged, the Respondents have refused to do so.

LOSS OF CERTAIN PROPERTIES

61. Pursuant to the TGP Canada SPA First Global agreed to assume certain outstanding liabilities at its sole cost and expense. These liabilities included, but were not limited to, that liability provided at:

- (a) paragraph 2(b)(xix) namely Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately \$5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an

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agreement of purchase and sale dated April 11, 2024, for the sale price of \$10,000,000.00 (the “**Niagara Falls Liability**”); and

- (b) paragraph 2(b)(xx) namely, Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately \$6,288,381.00. A notice of sale has been served on this matter (the “**Chippawa II Liability**”).

62. Despite the above, First Global has failed to take any steps to protect the assets subject to the above liabilities. Consequently, and as outlined below, two of the Land Mutual Subsidiary Companies have lost their ownership interest in certain properties.

#### The Niagara Falls Park Inc. Liability

63. Niagara Falls Park Inc., a corporation incorporated pursuant to the laws of the province of Ontario, as well as one of the Land Mutual Subsidiary Companies, was the owner of the property municipally known as 5021 Garner Road, Niagara Falls, ON L2E 6S4 (the “**Garner Property**”).

64. On December 13, 2022, Dennis Blaine and Lakefront Developments Inc. (jointly the “**Garner Chargees**”) registered a charge as against the Garner Property (the “**Garner Charge**”). On or about February 8, 2024, the Garner Chargees issued a Notice of Sale Under Charge/Mortgage of Land with respect to the Garner Charge and demanded payment of all amounts owing thereunder.

65. Despite the above, the Respondents failed to make any payments to the Garner Chargees or take any steps to avoid the Garner Chargees pursuing the power of sale process. Consequently,

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on or about July 31, 2024, the Garner Chargees registered a Transfer: Power of Sale pursuant to which title to the Garner Property was transferred to Garner Estates Inc.

The Niagara Estates of Chippawa II Inc. Liability

66. Niagara Estates of Chippawa II Inc. (“**Chippawa II**”) is a corporation incorporated pursuant to the laws of the province of Ontario as well as being one of the Land Mutual Subsidiary Companies, and was the owner of the property municipally known as Willick Road and Sodom Road, Niagara Falls, ON (the “**Willick & Sodom Property**”).

67. On April 19, 203 2229815 Ontario Inc. (the “**Willick & Sodom Chargee**”) registered a charge as against the Willick & Sodom Property. On or about April 25, 2024, the Willick & Sodom Chargee issued a Notice of Sale Under Mortgage with respect to the Willick & Sodom Charge and demanded payment of all amounts owing thereunder.

68. Subsequently, on July 12, 2024, the Willick and Sodom Chargee commenced a foreclosure action (the “**Foreclosure Action**”) as against Chippawa II with respect to the Willick & Sodom Charge. The Applicants had no knowledge of the Foreclosure Action, but the Applicants submit that the Respondents did. Despite this, the Respondents took no steps to avoid the foreclosure and on August 30, 2024, the Willick & Sodom Chargee obtained a Default Judgement for Immediate Foreclosure pursuant to which Chippawa II was ordered to deliver to the Willick & Sodom Chargee direct possession of the Willick & Sodom Property.

**EXPECTATIONS OF THE APPLICANTS**

69. The Applicants reasonably believed and expected, among other things, that:

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- (a) the Respondents had sufficient financing to complete the transactions outlined in the SPAs and to pay all monies owing with respect to same;
- (b) the Respondents would not need to sell the real properties it, directly or indirectly, came to own by way of the SPAs to finance its obligations under same
- (c) the Respondents would comply with the terms of the SPAs including, but not limited to, paying all monies owing pursuant to same;
- (d) the Respondents would comply with the terms of the Promissory Note, including, but not limited to paying all monies owing pursuant to same by the deadlines contained therein, or in the alternative, by no later than the date agreed to by the parties;
- (e) the Respondents would comply with their obligations pursuant to the terms of the Pledge Agreement;
- (f) in the case where the Respondents defaulted on any of their obligations under the SPAs and/or the Promissory Notes, that they would immediately take all steps possible to cure any such default;
- (g) the Respondents would not take any actions which would interfere with the Applicants' ability to enforce their security under the Collateral Mortgage and/or the Share Pledge;
- (h) that until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or the Promissory Notes, they would not take any steps to sell

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those real properties they had come to control, directly or indirectly, pursuant to the terms of the SPAs;

- (i) if it was necessary for the Respondents to sell any of those real properties they had come to control, directly or indirectly, prior to the Applicants being paid in full, which should not have been necessary, the proceeds of the sale of any of those real properties would be directed to the Applicants to the credit of the amounts owing under the SPAs and the Promissory Notes;
- (j) until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or Promissory Notes, the Respondents would not transfer or assign any rights belonging to those companies which First Global came to control, directly or indirectly, by way of the TPG Canada SPA to any third party including, but not limited to, companies to which the Respondents, or some or one of them own personally;
- (k) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any steps with respect to the assets purchased by way of the SPAs without the knowledge and consent of the Applicants;
- (l) Until such time as the Respondent had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not misappropriate the proceeds of the sale of any real property which it came to control, directly or indirectly, pursuant to the SPAs;

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- (m) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any action that would dilute, erode or otherwise affect the value of the assets;
- (n) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, they would treat the Applicants fairly and comply with all agreements made between them in good faith;
- (o) Until such time as the Respondents had paid all monies owing to the Applicants by way of the SPAs and Promissory Notes, First Global, to the extent it assumed outstanding liabilities by way of the TGP Canada SPA, would ensure the default of such liabilities did not result in the loss of assets belonging to any of those companies which the Respondents controlled, directly or indirectly, by way of the TGP Canada SPA;
- (p) The Respondents would fulfil their fiduciary obligations to the Applicants until such time as they had complied with all of their obligations under the SPAs and the Promissory Notes.

70. The Respondents have acted in a manner that is in contravention, and is oppressive to all of the above expectations.

**THE APPLICANT'S POSITION ON THE RELIEF SOUGHT**

71. Given the above, the Applicants are seeking the following relief:

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- (a) An injunction restraining the Respondents from dealing with, encumber or clouding title to, or causing another party to deal with, encumber or cloud title to, the real property which the Respondents came to control, directly or indirectly, by way of the SPAs. It is the Applicants' position that the actions of the Respondents to date, heretofore described, demonstrate an intention on the part of the Respondents to conduct a Fraudulent Scheme by which they sell, or otherwise transfer, assets in First Global's direct or indirect control, for the purpose of benefiting themselves and depriving the Applicants.
- (b) A court order approving the sale of the London Properties and vesting the London Properties to (i) Farhi Farming Corporation as it relates to 5980 Colonel Talbot APS and 6172 Colonel Talbot APS; and (ii) Farhi Farming Corporation and Farhi Holdings Corporation as it relates to the Wonderland APS, but requiring that the proceeds of these transactions, less any reasonable costs and expenses, be paid to SimpsonWigle LAW LLP in trust, or, alternatively, paid into court. It is the Applicants' position that while the sale of the London Properties should be permitted to proceed, the Applicants are concerned that if the Respondents, or one of the companies for which it has direct or indirect control, is permitted to receive the proceeds of those sales without restriction it will dispose of same in a manner that prioritizes their interests over those interests of the Applicants who, to date, have yet to receive any of the amounts to be paid under the SPAs and the Promissory Notes.

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- (c) A court order requiring the Respondents to account for the funds they, or one of the companies for which they have direct or indirect control, received pursuant to the sale of the Highbury Property, or any other property for which they have direct or indirect control as a result of the TGP Canada Transaction, and requiring them to pay to SimpsonWigle LAW in trust any portion of those proceeds remaining in First Global's control. At this point in time, it is not known to the Applicants the quantum of the net proceeds of the sale of the Highbury Property but the Applicants are reasonably concerned, given that no portion of those proceeds have ever been paid to the Applicants to the credit of the amounts owing under the SPAs and Promissory notes, that those net proceeds have been entirely distributed, or if not, should they not be preserved as outlined above, they will be distributed.
- (d) A court order reversing the transfer of Greenvalley's interest in the Highbury Charge to the Respondent Tiberis and directing that any further monies to be paid with respect to the Highbury Charge by Milton 525 to Greenvalley be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer served no purpose but to direct funds which should have been payable to a company on which the Applicants could enforce their security under the Pledge Agreement, to a company in the control of the Respondents, thus benefiting the Respondents while depriving the Applicants should it become necessary for them to enforce their security under the Pledge Agreement. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by Milton 525 to Greenvalley to be paid to SimpsonWigle

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LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

- (e) A court order prohibiting the Respondents from listing, or instructing a party to list, any of the real property which they controls, directly or indirectly, as a result of the transaction contemplated under the SPAs and to the extent such listings already exist, an order requiring that they be removed. It is the Applicants' position that the listing of any of the real property over which the Respondents have gained control of, directly or indirectly, pursuant to the SPAs , only serves to impact the Applicants' ability to deal with same in accordance with the terms of the Pledge Agreement.
- (f) A court order requiring the Respondents discharge all Cautions registered against the Encumbered Properties. As outlined above, these Cautions serve no purpose but to interfere with the Applicants' ability to enforce their security under the Pledge Agreement in as much as they might prevent the Applicants from selling properties falling within the definition of Collateral as provided in the Pledge Agreement.
- (g) A court order requiring that the listing of any of those real properties for which the Respondents took control, directly or indirectly, by way of the TGP Canada Transaction, be immediately withdrawn and preventing further listings in the future by the Respondents. It is the Applicants' position that the listing of any of these real properties by the Respondents, will only serve to complicate, or otherwise interfere

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with the Applicants' ability to enforce their security by way of the Pledge Agreement.

- (h) A court order permitting the Applicants to enforce their rights under the Pledge Agreement. As outlined above, it is the Applicants' position that First Global has breached the terms of the Promissory Note and consequently the Applicants are permitted to enforce their security thereunder which includes, but is not limited to, enforcing their rights under the Pledge Agreement.
- (i) The Respondents have taken steps which serve to benefit Mr. Salvatore and Ms. Salvatore in their personal capacity and consequently the Applicants submit they are permitted to an order piercing the corporate veil.
- (j) The Applicants submit that:
  - (i) They are a complainant under section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16 (the "BIA");
  - (ii) that the business or affairs of the Respondents, or their affiliates are, have been or are threatened to be carried on or conducted in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants;
  - (iii) that the powers of the director(s) of First Global, or any of its affiliates, have been or are threatened to be exercised in a manner that is oppressive or

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unfairly prejudicial to or that unfairly disregards the interests of the Applicants; and

- (iv) consequently, in accordance with section 248(3) of the *BIA* the Applicants are entitled to the relief sought herein.

72. Section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16.

73. Rules 3.02, 14 and 38 of the *Rules of Civil Procedure*.

74. Such further and other grounds as the lawyers may advise.

The following documentary evidence will be used at the hearing of the application: (List the affidavits or other documentary evidence to be relied on.)

- (a) The Affidavit of Randy Hoffner sworn October 18, 2024 and the exhibits appended thereto;
- (b) The Affidavit of Pauline Hoffner sworn October 18, 2024;
- (c) The Affidavit of Tim Shields sworn October 17, 2024;
- (d) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

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October 18, 2024

**SimpsonWigle LAW LLP**

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Tel: 905-528-8411

Lawyers for the Applicants

## Schedule "A" to the Notice of Application

Property	Pin	Instrument Number
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	08207-0153 LT	ER1595896
PART LOT 58 & 59 ETR DESIGNATED PART 1, 33R9477; SUBJECT TO 871357 LONDON/WESTMINSTER	08207-0053 LT	ER1595896
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	08203-0074 LT	ER1595896
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"	08203-0076 LT	ER1595896
PT LT 18 CON 2 WILLOUGHBY PT 1, 59R4701 EXCEPT PT 1, 59R4942 ; NIAGARA FALLS	64254-0015 LT	SN815197
PT LT 17 CON 2 WILLOUGHBY AS IN BB69082 ; NIAGARA FALLS	64254-0021 LT	SN815197
PT LT 15 CON 4 WILLOUGHBY; PT LT 16 CON 4 WILLOUGHBY AS IN RO110336 ; NIAGARA FALLS	64258-0082 LT	SN815197
PT LT 6, CON 3 NAS , PART 2 , 20R9719 ; MILTON/NASSAGAWEYA	24980-0186 LT	HR2058640

TRANS GLOBAL PARTNERS LIMITED et al.  
Applicants

-and- FIRST GLOBAL FINANCIAL CORP. et  
Respondents

**ONTARIO**  
**SUPERIOR COURT**  
  
PROCEEDING COM  
HAMILT

**NOTICE OF APPEAL**

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Lawyers for the Applicants

# APPENDIX 32

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**SCHEDULE "A"**

Court File No. CV-24-87580-00000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

*(Court Seal)*TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE  
HOFFNER

Applicants

and

FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT  
SALVATORE, DANNY IANDOLI and TIBERIS CAPITAL CORP.

Respondents

APPLICATION UNDER ss. 248 of the Business Corporations Act, R.S.O. 1990, c. B.16

**AMENDED NOTICE OF APPLICATION**

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim  
made by the Applicant appears on the following page.THIS APPLICATION will come on for a hearing *(choose one of the following)*

- In person  
 By telephone conference  
 By video conference

at the following location:

[location]

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*(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)*

on Thursday, October 31, 2024, at 10:00 a.m., *(or on a day to be set by the registrar).*

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date \_\_\_\_\_ Issued by \_\_\_\_\_  
Local Registrar

Address of court office: 45 Main Street E.  
Hamilton, Ontario  
L8N 2B7

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TO: **First Global Financial Corp.**  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M3C 3W2

Respondent

AND TO: **Elena Salvatore**  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M3C 3W2

Respondent

AND TO: **Vincent Salvatore**  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M3C 3W2

Respondent

AND TO: **Tiberis Capital Corp.**  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M5C 3W2

Respondent

AND TO: **Danny Iandoli**  
2803 – 50 Yorkville Avenue  
Toronto, Ontario  
M4W 0A3

Respondent

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**APPLICATION**

18. The Applicants Trans Global Partners Limited (“Trans Global”), Randy Hoffner (“**Mr. Hoffner**”) and Pauline Hoffner (“**Ms. Hoffner**”) make application for: *(State here the precise relief claimed.)*

- (a) An order piercing the corporate veil of First Global Financial Corp. and holding the Respondents as liable as for the acts of one another;
- (b) An order approving:
  - (i) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the “**5980 Colonel Talbot Purchaser**”) and providing a vesting in **5980 Colonel Talbot Purchaser** of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the “**5980 Colonel Talbot Sale**”);
  - (ii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (“**6172 Colonel Talbot Purchaser**”) and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the “**6172 Colonel Talbot Sale**”); and

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- (iii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the “**Wonderland Purchasers**”) and providing a vesting in the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the “**Wonderland Sale**”) (jointly the “**London Property Sales**”)
- (c) A mandatory Order compelling the Respondents to disgorge to SimpsonWigle LAW LLP in trust the proceeds, less all legitimate fees and costs, of the London Property Sales.
- (d) A mandatory order compelling the Respondents to disclose the particulars of all sales of properties owned by First Global or companies which First Global came to control, directly or indirectly, by way of the TGP Canada Transaction as defined below;
- (e) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the sale of any property owned by any of those companies, and the accounting shall include particulars as to how and where the money obtained from the sale was expended or transferred, accompanied with

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an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

- (f) An order declaring that the Transfer of Charge registered by Greenvalley Estates Inc. (“**Greenvalley**”) on the instructions of First Global, and registered as Instrument Number ER1582697 on July 18, 2024 (the “**Greenvalley Transfer of Charge**”) on title to the lands and premises known as:

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,

Being all of PIN 08203-0074 (LT),

And being municipally described as 4423 Highbury Avenue, South, London, Ontario (the “**Highbury Property**”)

With respect to the mortgage registered on title for the Highbury Property as instrument number ER1582696 (the “**Highbury Mortgage**”) for which Greenvalley is the chargee and ~~Milton-525~~ Dancor Dundas Inc. is the chargor (the “**Highbury Chargor**”) is void and/or unenforceable.

- (g) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Highbury Mortgage, and the accounting

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shall include particulars as to how and where the money obtained from the sale Highbury Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

- (h) A mandatory Order directing the Highbury Chargor to pay to SimpsonWigle LAW LLP in trust all monies due and owing by the Highbury Chargor to Greenvalley pursuant to the Highbury Mortgage, as they become due and owing,
- (i) An order declaring that the Transfer of Charge registered by the Respondent First Global, and registered as Instrument Number HR2058425 on September 20, 2024 (the “First Global Transfer of Charge”) on title to the lands and premises known as:

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

Being all of PIN 25022-0014 (LT) (the “Halton Park Property”)

With respect to the mortgage registered on title for the Halton Park Property as instrument number HR1665994 (the “Halton Park Mortgage”), for which Halton Park is the chargee and Milton 525 Holdings Inc. is the chargor (the “Halton Park Chargor”) is void and/or unenforceable.

- (j) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or

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any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Halton Park Mortgage, and the accounting shall include particulars as to how and where the money obtained from the Halton Park Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

- (k) A mandatory Order directing the Halton Park Chargor to pay into court all monies due and owing by the Halton Park Chargor to the Respondents pursuant to the Halton Park Mortgage, as they become due and owing.
- (l) An order that the registration of the cautions against title to the lands legally described in Schedule “A” hereto, be and the same is hereby discharged.
- (m) A declaration that the Respondent First Global is in default of the SPAs and the Promissory Notes, as defined below;
- (n) A declaration that the Respondent First Global’s breach of the Promissory Notes constitutes an “Event of Default” under the Pledge Agreement defined below;
- (o) An order in accordance with Article VI “Remedies” of the SPA:
  - (i) Requiring First Global to transfer all of the Collateral as defined in the SPA (the “Collateral”) into the name of Trans Global;

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- (ii) permitting Trans Global to notify the parties obligated on any of the Collateral to make payment to Trans Global of any amount due or to due thereunder;
  - (iii) Allowing any officer or director of Trans Global to endorse any cheques, drafts, or other writings in the name of the Respondent First Global to allow the collection of the Collateral;
  - (iv) permitting Trans Global to take control of any proceeds of the Collateral; and
  - (v) permitting Trans Global to execute, in the name place and stead of the Respondent First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.
- (p) An order, without limiting the forgoing, that Trans Global is empowered to do and take all actions with respect to the Collateral to which it is entitled pursuant to the SPA.
- (q) An interim and interlocutory order in the form of a Mareva Injunction restraining the Respondents, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending satisfaction of any judgment granted herein, from directly or indirectly, by any means whatsoever:

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- (i) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;
  - (ii) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;
  - (iii) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and
  - (iv) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.
- (r) An order declaring that the Respondents First Global Financial Corp., Elena Salvatore and Vincent Salvatore have acted in a manner that is oppressive, prejudicial and disregards the Applicants interests and that the Applicants are entitled to the relief set out at Section 258 of the *Business Corporations Act*, R.S.O. 1990 (the “*OBCA*”).
- (s) An Order for damages payable to the Applicants by the Respondents in the amount of \$12,444,121.92 plus interest at the default rate of 26.82%.

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- (t) A declaration pursuant to Section 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the “*BIA*”) that any amounts awarded herein are debts or liabilities that are arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity, or resulting from obtaining property by false pretences or fraudulent misrepresentation.
- (u) An Order abridging the time for filing and service of the application materials, if necessary;
- (v) If necessary, an order dispensing with the requirement to deliver a factum on the initial hearing of this Application for interim and/or interlocutory relief;
- (w) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (x) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;
- (y) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and
- (z) Such further and other Relief as to this Honourable Court may seem just.

**THE PARTIES**

THE APPLICANT TRANS GLOBAL PARTNERS LIMITED (TRANS GLOBAL) & TIM SHIELDS (“MR. SHIELDS”)

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19. The Applicant, Trans Global, is a corporation existing under the laws of the special administrative region of Hong King, which operates out of its head office located at 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5. Prior to in or about June 6, 2024, Trans Global was the registered, legal and beneficial owner of all issued and outstanding shares in the capital of the company TGP Canada Management Inc.

20. While not a party to this Application, Tim Shields (“**Mr. Shields**”) is an individual residing in Tokyo, Japan. Mr. Shields was also, during certain times, an officer and director of the Applicant Trans Global. Mr. Shields was an officer and director of the corporations defined below as Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

THE APPLICANT RANDY HOFFNER (THE AFFIANT) & 183 ONTARIO LIMITED (“183”)

21. The Applicant, Randy Hoffner (“**Mr. Hoffner**”), is an individual residing in the City of Mississauga in the Province of Ontario. Prior to in or about July 4, 2024, he was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation 1837732 Ontario Limited. Prior to in or about June 4, 2024, Mr. Hoffner was also an officer and director of the corporations defined below as TGP Canada, Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

22. While not a party to this Application, 1837732 Ontario Limited (“**183**”) is a corporation incorporated pursuant to the laws of the Province of Ontario.

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THE APPLICANT PAULINE HOFFNER (“MS. HOFFNER”) AND TGP PROPERTY MANAGEMENT INC. (“TGP PROPERTY”)

23. The Applicant Pauline Hoffner (“**Ms. Hoffner**”) is an individual residing in the City of City of Mississauga, in the Province of Ontario. Mr. Hoffner is my spouse. Prior to in or about June 4, 2024 Ms. Hoffner was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation TGP Property Management Inc.

24. While not a party to this Application, TGP Property Management Inc. (“**TPG Property**”), is a corporation incorporated pursuant to the laws of the Province of Ontario.

TGP CANADA MANAGEMENT INC. (“TGP CANADA”) AND 2630306 ONTARIO INC. O/A PAYBANK FINANCIAL (“PAYBANK”)

25. While not a party to this Application, TGP Canada Management Inc. (“**TGP Canada**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. Prior to in or about June 4, 2024, Trans Global was the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP Canada.

26. While not a party to this Application, 2630306 Ontario Inc. o/a Paybank Financial (“**Paybank**”) is a corporation incorporated pursuant to the laws of the province of Ontario.

TITAN SHIELD INC.

27. While not a party to this Application, Titan Shield Inc. (“**Titan Shield**”) is a corporation incorporated pursuant to the laws of the province of Ontario. Titan Shield is the registered, legal

and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield Inc.

TRILLIUM SHIELD INC.

28. While not a party to this Application, Trillium Shield Inc. (“**Trillium Shield**”) is a corporation incorporated pursuant to the province of Ontario. Trillium Shield is the registered, legal and beneficial owner of all of the issued and outstanding shares in the TSI Group of Companies Inc.

TSI GROUP OF COMPANIES INC.

29. While not a party to this Application, TSI Group of Companies Inc. (“**TSI Group**”) is a corporation incorporated pursuant to the laws of the province of Ontario. TSI Group, directly or indirectly, is involved with the corporations Land Mutual Inc. and Canadian Shield Inc.

LAND MUTUAL INC. AND THE LAND MUTUAL SUBSIDIARY COMPANIES

30. While not a party to this Application, Land Mutual is a corporation incorporated pursuant to the laws of the Province of Ontario. Land Mutual, directly or indirectly, is involved with various subsidiary companies (jointly the “**Land Mutual Subsidiary Companies**”). The Land Mutual Subsidiary Companies are the owners of various real properties.

CANADIAN SHIELD INC. AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

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31. While not a party to this Application, Canadian Shield is a corporation incorporated pursuant to the laws of the Province of Ontario. Canadian Shield, directly or indirectly, is involved with various subsidiary companies (jointly the “**Canadian Shield Subsidiary Companies**”). The Canadian Shield Subsidiary Companies are the owners of various real properties.

THE RESPONDENTS FIRST GLOBAL FINANCIAL CORP. (“FIRST GLOBAL”), ELENA SALVATORE, VINCENT SALVATORE

32. The Respondent First Global Financial Corp. (“**First Global**” and the “**Respondent**”) is a corporation incorporated pursuant to the laws of the province of Ontario operating from its head office located at PH5-801 Lawrence Ave. East, Toronto, Ontario, M3C 3W2.

33. The Respondent, Elena Salvatore (“**Ms. Salvatore**”), is an individual residing in the City of Toronto in the Province of Ontario. Ms. Salvatore is the sole officer and director of First Global.

34. The Respondent, Vincent Salvatore (“**Mr. Salvatore**” and jointly with First Global and Ms. Salvatore the “**Respondents**”), is an individual residing in the City of Toronto in the Province of Ontario. Mr. Salvatore is married to Ms. Salvatore. Mr. Salvatore, along with Ms. Salvatore, are the governing minds of First Global. Mr. Salvatore is the sole officer and director of the Respondent Tiberis Capital Corp.

35. The Respondent Tiberis Capital Corp. (“**Tiberis**”) is a corporation incorporated pursuant to the laws of the province of Ontario. Mr. Salvatore is the sole officer and director of Tiberis. Mr. Salvatore, and potentially Ms. Salvatore, are owners of Tiberis

THE TITAN SHIELD SHARE SALE AND PURCHASE

The TGP Canada Management Inc. Share Purchase Agreement

36. In or about June 4, 2024, TPG Canada as vendor and First Global as purchaser entered into a Share Purchase Agreement (the “**TGP Canada Transaction**”) dated June 4, 2024 (the “**TGP Canada SPA**”) pursuant to which, *inter alia*,

- (a) TGP Canada would sell to First Global all of its shares in Titan Shield (the “**Titan Shield Shares**”);
- (b) The closing of the purchase and sale of the Titan Shield Shares was to take place on June 4, 2024 (the “**SPA Closing Date**”);
- (c) First Global agreed to pay to SimpsonWigle LAW LLP (“**SimpsonWigle**”), counsel for Trans Global, in trust, on behalf of Trans Global, the purchase price of Ten Thousand Dollars (\$10,000.00) within 7 days of the Closing Date (the “**TGP Canada Purchase Price**”); and
- (d) First Global agreed to pay to SimpsonWigle One Hundred Thousand Dollars (\$100,000.00) towards legal costs incurred with respect to the transactions referenced in the SPAs within 7 days of the Closing Date (the “**Legal Fees**”).

37. It was at all times understood by the parties:

- (a) that Trans Global was the ultimate recipient of the TGP Canada Purchase Price to be paid pursuant to the TGP Canada SPA;

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- (b) that the failure to pay the TGP Canada Purchase Price in accordance with the terms of the TGP Canada SPA would deny Trans Global the benefit of those monies; and
- (c) that the Legal Fees to be paid by it in accordance with the TGP Canada SPA was to pay to SimpsonWigle LAW those legal fees incurred by the Applicants in facilitating the sales referenced herein; and
- (d) that should it fail, or otherwise refuse to pay the Legal Fees in accordance with the TGP Canada SPA that the Applicants would be required to pay to SimpsonWigle LAW their respective shares of the legal fees incurred in facilitating the herein referenced transactions.

38. Pursuant to the terms of the TGP Canada SPA, upon closing the Respondent would have direct or indirect control of the real properties owned by the Land Mutual Subsidiary Companies and the Canadian Shield Subsidiary Companies.

THE TGP CANADA MANAGEMENT SHARE SALE AND PURCHASE

The Trans Global Partners Limited Share Purchase Agreement

39. In or about June 4, 2024, and immediately following the TGP Canada transaction, Trans Global as vendor and Paybank as Purchaser entered into a share purchase agreement dated June 4, 2024 (the “**Trans Global SPA**”) pursuant to which Trans Global sold to Paybank all of its shares in TGP Canada.

The Trans Global Partners Limited Promissory Note

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40. First Global executed a promissory note in favour of Trans Global (the “**Trans Global Promissory Note**”) the terms of which were, *inter alia*, as follows:

- (a) the principal amount of Seven Million Dollars (\$7,000,000.00) (the “**Principal Amount**”);
- (b) the principal amount was to be paid on or before August 3, 2024 unless renewed or extended;
- (c) the parties may mutually agree to a renewal or extension of the due date in exchange for an extension/renewal fee of Five Hundred Thousand Dollars (\$500,000.00) (the “**Extension Fee**”);
- (d) the note would be interest free unless a default occurs; and
- (e) upon default, interest shall be charged at the rate of 26.82% per annum, calculated semi-annually not in advance, from the date of default;
- (f) First Global agreed to:
  - (i) Deliver a collateral charge in the Principal Amount as against the property municipally referred to as 11720 Highway 27, Vaughan, Ontario (the “**Highway 27 Property**”); and
  - (ii) Execute a share pledge agreement pledging all of the issued and outstanding shares in Titan Shield and consequently, as a result of said pledge included all of the issued and outstanding shares in Trillium Shield, TSI Group, Land

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Mutual Inc, Canadian Shield Inc., Land Mutual Subsidiary Companies and Canadian Shield Subsidiary Companies.

THE TGP PROPERTY MANAGEMENT INC. SHARE SALE AND PURCHASE

The Pauline Hoffner Share Purchase Agreement

41. In or about June 4, 2024, and immediately following the TGP Canada transaction, Ms. Hoffner as vendor and First Global as purchaser entered into a Share Purchase Agreement dated June 4, 2024 (the “**Ms. Hoffner SPA**”) the terms of which, *inter alia*, are as follows:

- (a) Ms. Hoffner would sell to First Global all of her shares in TGP Property (the “**TGP Property Shares**”);
- (b) The closing of the purchase and sale of the TGP Property Shares was to take place on the SGA Closing Date;
- (c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “**Ms. Hoffner Purchase Price**”); and
- (d) The Ms. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the “**Ms. Hoffner Promissory Note**”).

The Pauline Hoffner Promissory Note

42. The Ms. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that:

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- (a) the principal amount would be in the amount of the Ms. Hoffner Purchase Price, being One Million Five Hundred Thousand Dollars (\$1,500,000.00); and
- (b) the Ms. Hoffner Principal amount was to be paid on or before June 11, 2024 unless renewed or extended.

THE 1837732 ONTARIO INC. SHARE SALE AND PURCHASE

The Randy Hoffner Share Purchase Agreement

43. In or about June 4, 2024, and immediately following the TGP Property transaction, Mr. Hoffner as vendor and First Global as purchaser, entered into a Share Purchase Agreement dated June 4, 2024 (the “**Mr. Hoffner SPA**”) the terms of which, *inter alia*, are as follows:

- (a) he would sell to First Global all of his shares in 183 (the “**183 Shares**”);
- (b) the closing of the purchase and sale of the 183 Shares would take place on the SPA Closing Date;
- (c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “**Mr. Hoffner Purchase Price**”); and
- (d) The Mr. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the “**Mr. Hoffner Promissory Note**”).

The Randy Hoffner Promissory Note

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44. The Mr. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that the principal amount would be in the amount of the Mr. Hoffner Purchase Price being One Million Five Hundred Thousand Dollars (\$1,500,000.00).

THE SHARE PLEDGE AGREEMENT

45. In accordance with the terms of the Trans Global Promissory Note, the Ms. Hoffner Promissory Note and the Mr. Hoffner Promissory Note (jointly the “**Promissory Notes**”) First Global executed a Share Pledge Agreement dated June 4, 2024 (the “**Pledge Agreement**”) in favour of Trans Global, Mr. Hoffner and Ms. Hoffner.

46. The terms of the Pledge Agreement were, *inter alia*, as follows:

- (a) In accordance with section 2.1, First Global, as collateral security for the payment and performance of all present and future indebtedness, liabilities and obligations of First Global to the Applicants, First Global granted to the Applicants a continuing security interest in various collateral (the “**Collateral**”) including, but not limited to, the following:
  - (i) all issued and outstanding shares of capital stock in Titan Shield;
  - (ii) all other shares in Titan Shield acquired by First Global; and
  - (iii) the proceeds of same.

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- (b) In accordance with section 4.4, in the Event of Default, which is defined in the Pledge Agreement as a default under the Promissory Notes (the “**Event of Default**”), First Global agreed that:
- (i) It is to deliver to one of the Applicants (the “Holder”), as directed by the Applicants, all proceeds of the Collateral to be held by the Holder as additional collateral;
  - (ii) the Holder may exercise the voting power and all other incidental rights of ownership with respect to the Titan Shield shares or other shares of capital stock constituting Collateral and First Global granted the Applicants an irrevocable proxy to vote the Titan Shield shares and such other Collateral;
  - (iii) it would deliver any additional proxies and other documents reasonably requested by the Holder that may be necessary to allow the Holder to exercise such voting power;
- (c) in accordance with section 6.1 that, in the Event of Default the Holder, on behalf of the Applicants, had certain other remedies available to it including, but not limited to:
- (i) the Holder may exercise the rights and remedies of a secured party on default under the PPSA including, but not limited to, selling the Collateral or any part of it; and
  - (ii) the Holder could:

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- (1) transfer all or any part of the Collateral into the name of the Holder, or their nominee or assignee;
  - (2) notify the parties obligated on any of the Collateral to make payment to the Holder of any amount due or to become due thereunder;
  - (3) enforce collection of any of the Collateral by suit or otherwise;
  - (4) endorse any cheques, drafts or other writings in First Global's name to allow collection of the collateral;
  - (5) take control of the proceeds of the Collateral; and
  - (6) execute, in the name, place and stead of First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral;
- (iii) First Global agreed to pay to the Applicants the amounts of any and all reasonable expenses, including reasonable fees and disbursements of its counsel and of any expert and agents, which the Applicants may incur in connection with:
- (1) Administration of the Pledge Agreement;
  - (2) The custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;

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- (3) The exercise or enforcement of any of the rights of the Applicants under the Pledge Agreement;
- (4) The failure of First Global to perform or observe any of the provisions of the Pledge Agreement; and
- (5) Advancing of any funds pursuant to the Pledge Agreement.

47. On June 6, 2024, the Applicants, by way of their counsel, registered in the Ontario Personal Property Registry a lien as against First Global as the debtor in favour of the Applicants as secured parties, with respect to the collateral classified as “accounts” and “other” pursuant to the terms of the Pledge Agreement.

THE COLLATERAL MORTGAGE

48. On June 6, 2024, the Applicants, by way of their counsel, registered a charge against the Highway 27 Property (the “**Collateral Mortgage**”) as instrument number YR3684667 and immediately thereafter registered an application to change name-instrument to correct the name of Trans Global as Trans Global Partners Limited, as evidenced by instrument number YR3684727.

49. The terms of the Collateral Mortgage include, but are not limited to the following:

- (a) The mortgage will be interest free unless a default occurs under the mortgage;
- (b) If a default occurs interest will be charged at 26.82% per annum, calculated semi-annually not in advance, from the date of default;

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- (c) All terms contained in the Promissory Notes are incorporated in the Collateral Mortgage and apply to the Collateral Mortgage;
- (d) All fees, charges or payments incurred, expended or paid by the Applicants together with the interest thereon, will be added to the indebtedness to be repaid by the Respondents to the Applicants forthwith and, until repaid, will constitute a charge upon the Highway 27 Property;
- (e) That any occurrence of an event of default under the provisions of the Collateral Mortgage will constitute a default under any other charge or security document (the “Security Documents” between the Applicants and the Respondents and default under any of the other Security Documents will constitute an event of default under the provisions of the Collateral Mortgage);
- (f) That upon and during the continuance of an event of default under the Collateral Mortgage or a default under the other Security Documents, the Applicants pursue their remedies under those Security Documents; and
- (g) Upon default in payment of principal or interest under this Collateral Mortgage, or in the performance of any of the terms and conditions of the Collateral Mortgage, the Applicants may enter into and take possession of the Highway 27 Property.

**FIRST GLOBAL FINANCIAL CORP.’S REQUEST FOR AN EXTENSION OF PAYMENT TERMS**

50. On agreement between the parties to the SPAs, the Closing Date of the transactions contemplated by the SPAs was extended to June 6, 2024 (the “Amended Closing Date”).

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51. As of the Amended Closing Date, the Applicants complied with all of their obligations pursuant to the terms of the various SPAs such that by the amended closing date, First Global was the owner of the Titan Shield Shares, the TGP Property Shares and the 183 Shares.

52. Despite the terms of the TGP Canada SPA and the Ms. Hoffner Promissory Note which required payment of the TGP Canada Purchase Price and the Ms. Hoffner Principal Amount (the “Arrears”) by June 12, 2024, as of that date no payment had been made by First Global.

53. Pursuant to an agreement between the parties, the deadline for the payment of the Arrears was extended to June 21, 2024 in exchange for First Global agreeing to pay the Extension Fee. Despite this agreement however the Arrears were not paid as of this date. Subsequently the Respondents advised that the amount would be paid within the non-specific period of two weeks.

#### **FIRST GLOBAL FINANCIAL CORP.’S BREACH OF THE SPAS AND PROMISSORY NOTE**

54. On July 5, 2024, counsel for the Applicants sent a Notice of Default to the Respondents by way of Registered Mail confirming the Respondents’ breach and demanding payment of those amounts due and owing as of that date.

55. On July 16, 2024, when no payment towards the amounts owing had been made by the Respondents, the Applicants’ Counsel sent a Notice of Sale Under Charge/Mortgage demanding payment of all outstanding amounts, inclusive of principal, interest and fees, by no later than August 22, 2024, failing which the Applicants would proceed to sell the Highway 27 Property.

56. On September 9, 2024, counsel for the Applicants sent a Notice pursuant to section 63(4) of the *Personal Property Security Act* on behalf of the Applicants, putting First Global on Notice

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that, in light of First Global's default, the Applicants intended to enforce their security under the Pledge Agreement (the "PPSA Notice").

57. Despite the PPSA Notice, all amounts owing under the SPAs, Promissory Notes and Collateral Charge remained due and owing, and continued to accrue interest.

58. The Respondents' failure to pay the monies owing under the Ms. Hoffner Promissory Note on June 21, 2024, and under the Mr. Hoffner Promissory Note and the TGP Canada Promissory Note on August 3, 2024, constituted not only a breach of the terms of the Collateral Mortgage but also an Event of Default under the Pledge Agreement pursuant to which the Applicants were permitted to, amongst other things, enforce their security under the Pledge Agreement.

**FRAUDULENT AND/OR BAD FAITH ACTIONS OF FIRST GLOBAL FINANCIAL CORP.**

59. Despite First Global having not paid any monies owing pursuant to the SPAs and/or the Promissory Notes as well as failing to comply with its obligations under the Pledge Agreement, the Respondents have taken actions with respect to assets they have come to control by way of the SPAs which serves to convert the profits of same to their own benefit.

60. These actions, as hereinafter described, are part of a fraudulent scheme perpetrated by the Respondents (the "Fraudulent Scheme") which was conducted as follows:

- (a) The Respondents, utilizing First Global, entered into the Share Purchase Agreements, and primarily the First Global SPA, pursuant to which they agreed to purchase shares in companies that, directly or indirectly, control certain real properties, namely those owned by the Subsidiary Companies;

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- (b) The Respondents negotiated terms for the TPG Canada SPA pursuant to which First Global received the benefit of TPG Canada Transaction, including taking direct or indirect control of those real properties owned by the Subsidiary Companies;
- (c) The Respondents negotiated terms for the Promissory Notes pursuant to which First Global could delay making payment thereunder until June 11, 2024, in the case of the Ms. Hoffner Promissory Note, or August 3, 2024, in the case of Trans Global Promissory Note and the Mr. Hoffner Promissory Note;
- (d) At all times the Respondents represented that they had sufficient funds to pay those amounts owing pursuant to the Trans Global SPA and the Promissory Notes;
- (e) Despite those representations, almost immediately after the closing of the transactions contemplated under the SPAs, the Respondents advised the Applicants that they would not be able to make payment, first until June 21, 2024 and then on June 21, 2024, at some hypothetical period within two (2) weeks;
- (f) Almost immediately thereafter the Respondents, utilizing means outlined in more detail below:
  - (i) Commenced a fire sale of certain real properties they took control, directly or indirectly, pursuant to the terms of the SPAs;
  - (ii) directed the proceeds of those sales to themselves and/or dispersing them to parties unknown to the Applicants;

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- (iii) assigned certain receivables which are properly directed to certain Subsidiary Companies to companies which they own; and
- (iv) encumbered certain real properties owned by the Subsidiary Companies in order to prevent the Applicants from enforcing their security;
- (v) refused to pay liabilities which they had assumed pursuant to the Trans Global SPA resulting in the loss of further assets; and
- (vi) generally refused to direct any monies received since the closing of the transactions contemplated by the SPAs to the Applicants despite their clear obligations.

61. The Respondents at all times knew that ultimately the Applicants would enforce their security under the Pledge Agreement which would entitle them to control those companies which Titan Shield, directly or indirectly, controlled including, but not limited to the Subsidiary Companies, and by extension the real properties that they owned. Consequently, the Respondents acted in a manner to strip from those companies as much assets as possible to deprive the Applicants of the benefit of those assets when they did so.

THE SALE OF 4423 HIGHBURY AVENUE SOUTH, LONDON, ONTARIO

62. On August 6, 2024, First Global sold the property municipality referred to as 4423 Highbury Avenue South, London, ON N6N 1J2 (the “**Highbury Property**”) owned by Greenvalley Estates Inc. (“**Greenvalley**”), one of the Land Mutual Subsidiary Companies, for the total sum of Nine Million, Nine Hundred Thousand Dollars (\$9,900,000.00) of which half was

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paid to, presumably, Greenvalley, and the remaining half paid by way of a vendor take back mortgage in favour of Greenvalley (the “**Highbury Mortgage**”).

63. The Applicants have not received any portion of the proceeds received by the Respondents with respect to the sale of the Highbury Property. The Applicants state that these proceeds no longer remain with Greenvalley in as much as they have either been distributed to the Applicants or third parties. Furthermore, on July 18, 2024, Greenvalley registered a Transfer of Charge on title for the Highbury Property, on the instructions of the Respondents, transferring its interest in the Highbury Mortgage to the Respondent Tiberis.

64. These heretofore described actions were designed to benefit the Respondents while denying the Applicants the opportunity to benefit from these assets/receivables should they subsequently enforce their rights under the Pledge Agreement.

ENTERING INTO AN AGREEMENT OF PURCHASE AND SALE OF THE THREE LONDON PROPERTIES

65. On July 30, 2024, Ms. Salvatore entered into three Agreements of Purchase and Sale on behalf of the Land Mutual Subsidiary Companies, Talbot Crossing Inc., London Valley II Inc. and London Valley V Inc. (jointly the “Sellers”), pursuant to which she sought to sell to Clawson Group Inc. (the “**London Properties Sale**”) the properties municipally referred to as 5980 Colonel Talbot Road, London, ON N6P 1J1, 6172 Colonel Talbot Road, London, ON N6P 1J1 and Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (jointly the “**London Properties**”), for the total purchase price of Ten Million, Eighteen Thousand, Six Hundred and Seventy-Four Dollars and Twenty-Four Cents (\$10,018,674.24). By way of certain

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Assignment of Agreement of Purchase and Sale, the purchasers of the London Properties were changed (jointly the “**Purchasers**”).

66. In correspondence exchanged between Counsel it was agreed that the closing date to the London Properties Sale would be extended to November 6, 2024, or within 4 days of the Sellers obtaining a court order directing and vesting title to the London Properties to the Purchasers. Failing that the Purchaser’s counsel advised that the London Properties Sale would not close without the following:

- (a) Satisfactory evidence as to the Officers and Directors authorizing the subject transactions including but not limited to such Corporate Resolutions necessary to give effect to the applicable Agreements of Purchase and Sale and subsequent title transfers, supported by Officers Certificates and executed solicitor Legal Opinions confirming the veracity, execution and validity of the subject Agreements, Transfers of Title, together with the supporting closing documents and Corporate Resolutions and Documents as contemplated by the constating documents of the Corporations;
- (b) Sworn Statutory Declarations of the Officers/ Directors of the subject Corporations attesting to but not limited to: the validity of the foregoing documents; the enforceability thereof; the validity of the sale and Transfer of the subject properties; and that there is no other person or entity having an interest in or claim to the subject properties and the proceeds of the sale thereof;

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- (c) Indemnity's from the Sellers, the Principals and Shareholders indemnifying the Buyers from any claims arising subsequent to the completion of the transactions against the Buyers in respect of any competing parties' potential interest in the properties or the sale proceeds thereof or otherwise; and
- (d) Releases from such other Party or entity claiming such interest in the subject properties and/or the proceeds of the sale thereof.

67. The Applicants do not object to the Sellers proceeding with the sale of the London Properties to the Purchasers. However, as a condition of doing so, the Applicants submit they are entitled to the imposition of certain court orders requiring all proceeds from those sales be paid to SimpsonWigle LAW in trust, or, alternatively into court.

68. The Applicants submit that if the Respondents are permitted to proceed with the sale of the London Properties without restrictions, the Respondents will remove, or otherwise transfer those assets by means which will deny the Applicants the ability to benefit from those amounts as part of the enforcement of their rights under the Pledge Agreement.

LISTING OF CERTAIN PROPERTIES BELONGING TO THE LAND MUTUAL SUBSIDIARY COMPANIES AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

69. The Respondents registered cautions (the "Cautions") against certain properties owned by the Land Mutual Subsidiary Companies, namely:

Property Address	Owner	MLS #	Proposed Price
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(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	\$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	\$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	\$1.00
2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	\$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	\$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	\$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	\$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	\$3,495,000.00

70. The Applicants did not have knowledge of these listings at the time they were made, nor did they consent to the listing of these properties. Furthermore, the Applicants have never consented to the sale of any of these properties and deny that the Respondents are entitled to sell same under the circumstances.

71. While it appears that the aforementioned listings have since been removed, it is unknown to the Applicants whether other properties have been listed and/or if the Respondents are making efforts to sell the properties held by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies by way of alternative means that would not result in an MLS listing.

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72. The Applicants further submit that the property municipally referred to as 9063 Twiss Road, Milton, ON L0P 1B0 (the “**Twiss Property**”) is not owned by any company that First Global acquired control, either directly or indirectly, by way of the TGP Canada Transaction. It was, at all times relevant to these proceedings, owned by the Applicant Mr. Hoffner. Despite this, the Respondents still registered a caution against this property. Consequently, it is unclear on what grounds the Respondents believe they were entitled to list a property which they did not control, either directly or indirectly, for sale regardless of whether they had the authority of the owner, which in this case they did not have.

REGISTERING CAUTIONS ON PROPERTIES FOR WHICH IT HAS NO INTEREST

73. On September 11, 2024, being the same day that counsel for the Respondents received the PPSA Notice, First Global registered cautions against eleven (11) properties (the “**Cautions**”) owned by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies. Specifically, First Global registered cautions against the following properties (jointly the “**Encumbered Properties**”):

<b>Property Address</b>	<b>Owner</b>	<b>MLS #</b>	<b>Proposed Price</b>
(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	\$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	\$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	\$1.00

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2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	\$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	\$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	\$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	\$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	\$3,495,000.00

74. The Cautions registered against the Encumbered Properties all indicate that they were registered pursuant to section 71 of the *Land Titles Act*, and that the nature of the interest is “*the caution is being registered by First Global Financial Corp., who claims an ownership interest in the property through its subsidiaries*”.

75. The Applicants submit that registering the Cautions on the Encumbered Properties served no purpose but to complicate the Applicants’ abilities to enforce their security under the Pledge Agreement.

76. Again, the Twiss Property is not owned by First Global or any company which it acquired control, either directly or indirectly, by way of the TGP Canada Transaction. Despite this, First Global registered a caution against the Twiss Property pursuant to which they have alleged having an ownership interest on same.

77. Despite demands that these Charges be discharged, the Respondents have refused to do so.

LOSS OF CERTAIN PROPERTIES

78. Pursuant to the TGP Canada SPA First Global agreed to assume certain outstanding liabilities at its sole cost and expense. These liabilities included, but were not limited to, that liability provided at:

- (a) paragraph 2(b)(xix) namely Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately \$5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an agreement of purchase and sale dated April 11, 2024, for the sale price of \$10,000,000.00 (the “**Niagara Falls Liability**”); and
- (b) paragraph 2(b)(xx) namely, Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately \$6,288,381.00. A notice of sale has been served on this matter (the “**Chippawa II Liability**”).

79. Despite the above, First Global has failed to take any steps to protect the assets subject to the above liabilities. Consequently, and as outlined below, two of the Land Mutual Subsidiary Companies have lost their ownership interest in certain properties.

The Niagara Falls Park Inc. Liability

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80. Niagara Falls Park Inc., a corporation incorporated pursuant to the laws of the province of Ontario, as well as one of the Land Mutual Subsidiary Companies, was the owner of the property municipally known as 5021 Garner Road, Niagara Falls, ON L2E 6S4 (the “**Garner Property**”).

81. On December 13, 2022, Dennis Blaine and Lakefront Developments Inc. (jointly the “**Garner Chargees**”) registered a charge as against the Garner Property (the “**Garner Charge**”). On or about February 8, 2024, the Garner Chargees issued a Notice of Sale Under Charge/Mortgage of Land with respect to the Garner Charge and demanded payment of all amounts owing thereunder.

82. Despite the above, the Respondents failed to make any payments to the Garner Chargees or take any steps to avoid the Garner Chargees pursuing the power of sale process. Consequently, on or about July 31, 2024, the Garner Chargees registered a Transfer: Power of Sale pursuant to which title to the Garner Property was transferred to Garner Estates Inc.

#### The Niagara Estates of Chippawa II Inc. Liability

83. Niagara Estates of Chippawa II Inc. (“**Chippawa II**”) is a corporation incorporated pursuant to the laws of the province of Ontario as well as being one of the Land Mutual Subsidiary Companies, and was the owner of the property municipally known as Willick Road and Sodom Road, Niagara Falls, ON (the “**Willick & Sodom Property**”).

84. On April 19, 203 2229815 Ontario Inc. (the “**Willick & Sodom Chargee**”) registered a charge as against the Willick & Sodom Property. On or about April 25, 2024, the Willick & Sodom Chargee issued a Notice of Sale Under Mortgage with respect to the Willick & Sodom Charge and demanded payment of all amounts owing thereunder.

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85. Subsequently, on July 12, 2024, the Willick and Sodom Chargee commenced a foreclosure action (the “**Foreclosure Action**”) as against Chippawa II with respect to the Willick & Sodom Charge. The Applicants had no knowledge of the Foreclosure Action, but the Applicants submit that the Respondents did. Despite this, the Respondents took no steps to avoid the foreclosure and on August 30, 2024, the Willick & Sodom Chargee obtained a Default Judgement for Immediate Foreclosure pursuant to which Chippawa II was ordered to deliver to the Willick & Sodom Chargee direct possession of the Willick & Sodom Property.

ASSIGNMENT OF THE HALTON PARK MORTGAGE

86. While not a party to this action, Halton Park Inc. (“**Halton Park**”) is a corporation incorporated pursuant to the laws of the province of Ontario. Until in or about November 15, 2019, Halton Park was the owner of the property (the “**Halton Park Property**”) legally referred to as:

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

HALTON HILLS/ESQUESING

87. On or about November 15, 2019, Halton Park sold the Halton Park Property to Milton 525 Holdings Inc., a corporation incorporated pursuant to the laws of the province of Ontario for the total consideration of \$13,000,000.00. A portion of the purchase price was paid by way of a vendor take back mortgage in the amount of \$7,800,000.00 (the “**Halton Park Mortgage**”).

88. The terms of the Halton Park Mortgage were, *inter alia*, as follows:

(a) The principal sum of \$7,800,000.00 (the “**Halton Park Principal**”); and

(b) The balance due date of November 4, 2024.

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The Highway 27 Property Mortgage

89. On or about April 12, 2024, certain Land Mutual Subsidiary Companies (the “**Highway 27 Chargees**”) registered a charge in the amount of \$45,000,000.00 as against the Highway 27 Property as instrument number YR3666111 (the “**Highway 27 Mortgage**”).

Assignment of the Halton Park Mortgage to First Global

90. On or about April 23, 2024, Halton Park and First Global entered into an assignment agreement (the “**Halton Park Assignment Agreement**”) pursuant to which Halton Park irrevocably assigned, conveyed, granted and transferred all of its rights with respect to the Halton Park Mortgage to First Global (the “**Assignment**”), in consideration for which First Global agreed to:

- (a) an amendment of the Highway 27 Mortgage increasing of the amount of same from \$45,000,000.00 to \$52,800,000.00, being an increase of \$7,800,000.00 (the “**Highway 27 Mortgage Amendment**”); and
- (b) irrevocably agreeing and confirming that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered as a charge under the Highway 27 Mortgage.

91. To facilitate the above, First Global, the Highway 27 Chargees and Mr. Salvatore entered into a Charge Amending Agreement dated April 26, 2024, pursuant to which, *inter alia*:

- (a) The principal amount of the Highway 27 Mortgage was amended from \$45,000,000.00 to \$52,800,000;

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- (b) Additional language was added under the heading of “Additional Provisions” which provided as follows:

*e. Upon the occurrence of a Triggering Event (As that term is defined under the Note), the sum of \$7,800,000.00 shall become immediately due and payable on June 14, 2024. Failure to pay this amount on this date, shall constitute a default under this Charge entitling the Chargee to enforce all remedies available under the terms of the Charge.*

- (c) The parties agreed that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered a charge under the Charge.

92. The Proposed Acquisition of Companies referenced above, is what ultimately became the purchases contemplated by the SPAs.

93. On April 26, 2024, a Transfer of Charge was registered on title for the Halton Park Property as instrument number HR2028433 pursuant to which the Halton Park Mortgage was assigned from Halton Park to First Global.

Assignment of Portions of the Halton Park Mortgage to Third Parties

94. On May 3, 2024, pursuant to the terms of an assignment agreement between First Global and Evangelista Tolfa (“**Ms. Tolfa**”), First Global assigned to Ms. Tolfa \$1,100,000.00 of the Halton Park Mortgage in exchange for the payment of \$1,000,000.00.

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95. On May 13, 2024, pursuant to the terms of an assignment agreement between First Global and Balwinder Cheema (“Mr. Cheema”), First Global assigned to Mr. Cheema \$275,000.00 of the Halton Park Mortgage in exchange for the payment of \$250,000.00.

96. The Applicants have no knowledge as to who Ms. Tolfa or Mr. Cheema and their involvement with the Respondents are, nor do they have any knowledge of the circumstances which led to these individuals paying monies to First Global in exchange for the aforementioned Tolfa Amendment and Cheema Amendment (the “Halton Park Mortgage Amendments”).

97. The Applicants believe that assigning portions of the Halton Park Mortgage Amendments to these individuals only serves to ensure that \$1,375,000.00 of the Halton Park Principal is not recoverable by the Applicants.

98. The Applicants submit that these actions are in breach of the Respondents’ duty of good faith owed to the Applicants.

Assignment of the Halton Park Mortgage to Danny Iandoli

99. On September 20, 2024, First Global registered a Transfer of Charge on title for the Halton Park Property as instrument number HR2058425 pursuant to which the Halton Park Mortgage was assigned to Danny Iandoli (“Mr. Iandoli”), a resident of Toronto, Ontario (the “Mr. Iandoli Assignment”).

100. Pursuant to certain correspondence sent to Mr. Hoffner, it is clear that Mr. Iandoli is connected to First Global, Mr. Salvatore and Ms. Salvatore and consequently were aware of:

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- (a) the Respondents' obligations to First Global under the Promissory Notes and Pledge Agreement;
- (b) that the Respondents owed significant sums of money to the Applicants;
- (c) that the Applicants were in a position to enforce the Respondents' obligations against them;
- (d) that the Applicants could commence litigation as against the Respondents; and
- (e) if the Applicants were successful with their litigation, they would be able to collect monies paid to First Global.

101. The Applicants submit that but for the assignment, the funds payable under the Halton Park Mortgage would have been paid to First Global, and consequently would be in its possession should the Applicants take steps to enforce their rights under the Promissory Notes and/or the Pledge Agreement.

102. The Applicants further submit that in choosing to assign the Halton Park Mortgage from First Global to Mr. Iandoli, First Global had no other purpose but to prevent the Applicants from being able to enforce any judgment they might obtain against First Global against those funds. As such, the Applicants submit that this assignment was conducted with the intention of First Global to defeat, hinder or delay the Applicants of their lawful action, suit, debts, accounts, damages, penalties or forfeitures.

103. The Applicants further submit that Mr. Iandoli, in agreeing to have the Halton Park Mortgage assigned to him, knew, or reasonably ought to have known, that he was interfering with

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the Applicants' ability to enforce their claim as against those funds which would have been paid to First Global pursuant to the Halton Park Mortgage. In other words, he knew, or reasonably ought to have known, that he was denying the Applicants the ability to collect almost \$7,800,000.00 of funds owing to them.

#### **EXPECTATIONS OF THE APPLICANTS**

104. The Applicants reasonably believed and expected, among other things, that:

- (a) the Respondents had sufficient financing to complete the transactions outlined in the SPAs and to pay all monies owing with respect to same;
- (b) the Respondents would not need to sell the real properties it, directly or indirectly, came to own by way of the SPAs to finance its obligations under same
- (c) the Respondents would comply with the terms of the SPAs including, but not limited to, paying all monies owing pursuant to same;
- (d) the Respondents would comply with the terms of the Promissory Note, including, but not limited to paying all monies owing pursuant to same by the deadlines contained therein, or in the alternative, by no later than the date agreed to by the parties;
- (e) the Respondents would comply with their obligations pursuant to the terms of the Pledge Agreement;

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- (f) in the case where the Respondents defaulted on any of their obligations under the SPAs and/or the Promissory Notes, that they would immediately take all steps possible to cure any such default;
- (g) the Respondents would not take any actions which would interfere with the Applicants' ability to enforce their security under the Collateral Mortgage and/or the Share Pledge;
- (h) that until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or the Promissory Notes, they would not take any steps to sell those real properties they had come to control, directly or indirectly, pursuant to the terms of the SPAs;
- (i) if it was necessary for the Respondents to sell any of those real properties they had come to control, directly or indirectly, prior to the Applicants being paid in full, which should not have been necessary, the proceeds of the sale of any of those real properties would be directed to the Applicants to the credit of the amounts owing under the SPAs and the Promissory Notes;
- (j) until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or Promissory Notes, the Respondents would not transfer or assign any rights belonging to those companies which First Global came to control, directly or indirectly, by way of the TPG Canada SPA to any third party including, but not limited to, companies to which the Respondents, or some or one of them own personally;

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- (k) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any steps with respect to the assets purchased by way of the SPAs without the knowledge and consent of the Applicants;
- (l) Until such time as the Respondent had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not misappropriate the proceeds of the sale of any real property which it came to control, directly or indirectly, pursuant to the SPAs;
- (m) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any action that would dilute, erode or otherwise affect the value of the assets;
- (n) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, they would treat the Applicants fairly and comply with all agreements made between them in good faith;
- (o) Until such time as the Respondents had paid all monies owing to the Applicants by way of the SPAs and Promissory Notes, First Global, to the extent it assumed outstanding liabilities by way of the TGP Canada SPA, would ensure the default of such liabilities did not result in the loss of assets belonging to any of those companies which the Respondents controlled, directly or indirectly, by way of the TGP Canada SPA;

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- (p) The Respondents would fulfil their fiduciary obligations to the Applicants until such time as they had complied with all of their obligations under the SPAs and the Promissory Notes.

105. The Respondents have acted in a manner that is in contravention, and is oppressive to all of the above expectations.

**THE APPLICANT'S POSITION ON THE RELIEF SOUGHT**

106. Given the above, the Applicants are seeking the following relief:

- (a) An injunction restraining the Respondents from dealing with, encumber or clouding title to, or causing another party to deal with, encumber or cloud title to, the real property which the Respondents came to control, directly or indirectly, by way of the SPAs. It is the Applicants' position that the actions of the Respondents to date, heretofore described, demonstrate an intention on the part of the Respondents to conduct a Fraudulent Scheme by which they sell, or otherwise transfer, assets in First Global's direct or indirect control, for the purpose of benefiting themselves and depriving the Applicants.
- (b) A court order approving the sale of the London Properties and vesting the London Properties to (i) Farhi Farming Corporation as it relates to 5980 Colonel Talbot APS and 6172 Colonel Talbot APS; and (ii) Farhi Farming Corporation and Farhi Holdings Corporation as it relates to the Wonderland APS, but requiring that the proceeds of these transactions, less any reasonable costs and expenses, be paid to SimpsonWigle LAW LLP in trust, or, alternatively, paid into court. It is the

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Applicants' position that while the sale of the London Properties should be permitted to proceed, the Applicants are concerned that if the Respondents, or one of the companies for which it has direct or indirect control, is permitted to receive the proceeds of those sales without restriction it will dispose of same in a manner that prioritizes their interests over those interests of the Applicants who, to date, have yet to receive any of the amounts to be paid under the SPAs and the Promissory Notes.

- (c) A court order requiring the Respondents to account for the funds they, or one of the companies for which they have direct or indirect control, received pursuant to the sale of the Highbury Property, or any other property for which they have direct or indirect control as a result of the TGP Canada Transaction, and requiring them to pay to SimpsonWigle LAW in trust any portion of those proceeds remaining in First Global's control. At this point in time, it is not known to the Applicants the quantum of the net proceeds of the sale of the Highbury Property but the Applicants are reasonably concerned, given that no portion of those proceeds have ever been paid to the Applicants to the credit of the amounts owing under the SPAs and Promissory notes, that those net proceeds have been entirely distributed, or if not, should they not be preserved as outlined above, they will be distributed.
- (d) A court order reversing the transfer of Greenvalley's interest in the Highbury Charge to the Respondent Tiberis and directing that any further monies to be paid with respect to the Highbury Charge by ~~Milton 525~~ Dancor to Greenvalley be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer

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served no purpose but to direct funds which should have been payable to a company on which the Applicants could enforce their security under the Pledge Agreement, to a company in the control of the Respondents, thus benefiting the Respondents while depriving the Applicants should it become necessary for them to enforce their security under the Pledge Agreement. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by Milton 525 Dancor to Greenvalley to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

- (e) A court order reversing the transfer of First Global's interest in the Halton Park Mortgage to the Respondent Mr. Iandoli and directing that any further monies to be paid with respect to the Halton Park Mortgage by Milton 525 to First Global be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer served no purpose but to direct funds which should have been payable to First Global against which the Applicants could have enforced any judgment obtained in the herein proceedings, to a company in the control of a third party who is directly connected to First Global, Mr. Salvatore and Ms. Salavatore, thus benefiting the Respondents while depriving the Applicants. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by Milton 525 to First Global to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

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- (f) A court order prohibiting the Respondents from listing, or instructing a party to list, any of the real property which they controls, directly or indirectly, as a result of the transaction contemplated under the SPAs and to the extent such listings already exist, an order requiring that they be removed. It is the Applicants' position that the listing of any of the real property over which the Respondents have gained control of, directly or indirectly, pursuant to the SPAs , only serves to impact the Applicants' ability to deal with same in accordance with the terms of the Pledge Agreement.
- (g) A court order requiring the Respondents discharge all Cautions registered against the Encumbered Properties. As outlined above, these Cautions serve no purpose but to interfere with the Applicants' ability to enforce their security under the Pledge Agreement in as much as they might prevent the Applicants from selling properties falling within the definition of Collateral as provided in the Pledge Agreement.
- (h) A court order requiring that the listing of any of those real properties for which the Respondents took control, directly or indirectly, by way of the TGP Canada Transaction, be immediately withdrawn and preventing further listings in the future by the Respondents. It is the Applicants' position that the listing of any of these real properties by the Respondents, will only serve to complicate, or otherwise interfere with the Applicants' ability to enforce their security by way of the Pledge Agreement.

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- (i) A court order permitting the Applicants to enforce their rights under the Pledge Agreement. As outlined above, it is the Applicants' position that First Global has breached the terms of the Promissory Note and consequently the Applicants are permitted to enforce their security thereunder which includes, but is not limited to, enforcing their rights under the Pledge Agreement.
- (j) The Respondents have taken steps which serve to benefit Mr. Salvatore and Ms. Salvatore in their personal capacity and consequently the Applicants submit they are permitted to an order piercing the corporate veil.
- (k) The Applicants submit that:
  - (i) They are a complainant under section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16 (the "*BIA*");
  - (ii) that the business or affairs of the Respondents, or their affiliates are, have been or are threatened to be carried on or conducted in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants;
  - (iii) that the powers of the director(s) of First Global, or any of its affiliates, have been or are threatened to be exercised in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants; and

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- (iv) consequently, in accordance with section 248(3) of the *BIA* the Applicants are entitled to the relief sought herein.

107. Section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16.

108. Rules 3.02, 14 and 38 of the *Rules of Civil Procedure*.

109. Such further and other grounds as the lawyers may advise.

The following documentary evidence will be used at the hearing of the application: (List the affidavits or other documentary evidence to be relied on.)

- (a) The Affidavit of Randy Hoffner sworn October 18, 2024 and the exhibits appended thereto;
- (b) The Affidavit of Pauline Hoffner sworn October 18, 2024;
- (c) The Affidavit of Tim Shields sworn October 17, 2024;
- (d) The Supplemental Affidavit of Randy Hoffner sworn October 24, 2024;
- (e) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

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*(Date of issue)*

**SimpsonWigle LAW LLP**  
1 Hunter Street East  
Suite 200  
Hamilton, Ontario L8N 3W1

**George Limberis** (LSO# 48328T)  
Email: [GeorgeL@SimpsonWigle.com](mailto:GeorgeL@SimpsonWigle.com)

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Tel: 905-528-8411

Lawyers for the Applicants

TRANS GLOBAL PARTNERS LIMITED et al.  
Applicants

-and- FIRST GLOBAL FINANCIAL CORP. et al.  
Respondents

Court File No. CV-24-87580-0000

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

---

**AMENDED NOTICE OF APPLICATION**

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**SimpsonWigle LAW LLP**  
1 Hunter Street East  
Suite 200  
Hamilton, Ontario L8N 3W1

**George Limberis** (LSO #48328T)  
Email: [GeorgeL@SimpsonWigle.com](mailto:GeorgeL@SimpsonWigle.com)

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Tel: 905-528-8411

Lawyers for the Applicants

# APPENDIX 33



Court File No. CV-24-00087580-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE  
JUSTICE MACNEIL

)  
)  
)

THURSDAY, THE 31ST  
DAY OF OCTOBER, 2024

B E T W E E N:

*(Court Seal)*

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE  
HOFFNER

Applicants

and

FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT  
SALVATORE, and TIBERIS CAPITAL CORP.

Respondents

APPLICATION UNDER ss. 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16

**ORDER**

**THIS APPLICATION**, made by the Applicants for, *inter alia*: (1) an interim and/or interlocutory Order in the form of a Mareva injunction restraining the Respondents from dealing with, disposing of, or dissipating their assets, (2) an Order approving certain Agreements of

#4031796.6

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Purchase and Sale and allowing for the sale of certain properties, (3) an Order directing the Respondents to disgorge funds, (4) an Order requiring the Respondents to provide an accounting of funds received to date, (5) an Order declaring instruments registered on title for certain properties as invalid and/or unenforceable, (6) an Order permitting the Applicants to enforce their rights under the Share Pledge Agreement, (7) an order discharging cautions registered on certain properties by the Respondent First Global Financial Corp., and (8) certain declaratory relief, was heard this day, at 45 Main Street E., Hamilton, Ontario, L8N 2B7.

**ON READING** the Consent of the Applicants and the Respondents First Global Financial Corp., Elena Salvatore, and Vincent Salvatore, and being advised by counsel for Mr. Daniel Iandoli of his consent to paragraph 1 and 2 herein,

1. **THIS COURT ORDERS** that the style of cause be amended to replace “FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE and TIBERIS CAPITAL CORP.” with “FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE, DANNY IANDOLI, and TIBERIS CAPITAL CORP.” as the Respondents to this Application.

2. **THIS COURT ORDERS** that the Applicants are hereby granted leave to amend the Application in the form Attached hereto as Schedule “A”.

3. **THIS COURT ORDERS** that the above orders are without prejudice to the Applicants rights to bring a further motion to amend the style of cause to add the parties Evangelista Tolfa and Balwinder Cheema.

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4. **THIS COURT ORDERS** that the above orders are without prejudice to Evangelista Tolfa and Balwinder Cheema's respective rights to object to any further motion to amend the style of cause to add them as parties to the herein Application;

5. **THIS COURT ORDERS** until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending final disposition of these proceedings, be and are hereby restrained from, without the written consent of the Applicants, directly or indirectly, by any means whatsoever:

- (a) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;
- (b) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;
- (c) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and
- (d) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

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- (e) Any further receivables obtained in control in accordance with TGP Canada Transaction, including but not limited to any sale to Falco Properties, CBJ-Fort Erie, For Erie Hills Inc. etc.

6. **THIS COURT ORDERS** that the following agreements of purchase and sale are approved and that the sales contemplated therein are allowed to proceed:

- (f) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the “**5980 Colonel Talbot Purchaser**”) and providing a vesting in the 5980 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the “**5980 Colonel Talbot Sale**”);
- (g) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (“**6172 Colonel Talbot Purchaser**”) and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the “**6172 Colonel Talbot Sale**”); and
- (h) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the “**Wonderland Purchasers**”) and providing a vesting in

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the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the “**Wonderland Sale**”) (jointly the “**London Property Sales**”)

7. **THIS COURT ORDERS** the 5980 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 5980 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the “**5980 Colonel Talbot Proceeds**”);
8. **THIS COURT ORDERS** the 6172 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 6172 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the “**6172 Colonel Talbot Proceeds**”)
9. **THIS COURT ORDERS** the Wonderland Purchasers to pay to the Respondents, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the Wonderland Sale, less the sellers reasonable fees and disbursements (the “**Wonderland Proceeds**” and jointly with the 5980 Colonel Talbo Proceeds and the 6172 Colonel Talbot Proceeds, the “**Sale Proceeds**”);
10. **THIS COURT ORDERS** the Milton 525 Holding Inc (the “Chargor”), the chargor with respect to the charge registered on title for the property legally described as PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING (the “**Halton Hills Property**”), is instructed to pay to SimpsonWigle LAW LLP in trust, from Danny Iandoli’s or First Global’s entitlement under the mortgage, the difference between the sum of \$12,725,776.71, as well as all per diem accrued from October 31, 2024 to the date of payment accruing at the rate of \$9,350.83 per day, less the Sale Proceeds, on or before

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November 4, 2024 (the “**Payment**”), and is instructed to pay the balance of the principal owing to Danny Iandoli or First Global under the charge to the accountant of the Superior Court of Justice to be held until further order of this Court..

11. **THIS COURT ORDERS** that the Respondent Daniel Iandoli and/or First Global or its counsel will take all steps necessary to inform the Chargor of the herein order.

12. **THIS COURT ORDERS** that from the Payment, SimpsonWigle LAW LLP is entitled to withdraw legal fees incurred to date totalling \$238,500.00 (the “Legal Fees”).

13. **THIS COURT ORDERS** that the Sales Proceeds and Payment, less Legal Fees, is to be held in trust by SimpsonWigle LAW LLP until November 18, 2024, or further order of this court;

14. **THIS COURT ORDERES** that the Applicants shall promptly notify Evangelista Tolfa of this Order by providing her with a copy of same by way of registered mail sent to the address listed for Evangelista Tolfa in the Assignment Agreement dated May 3, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2030329, being 131 King Street, Terra Cotta, ON L7C 1P2.

15. **THIS COURT ORDERS** that the Applicant shall promptly notify Balwinder Cheema of this Order by providing him with a copy of same sent by way of registered mail sent to the address listed for Balwinder Cheema in the Assignment Agreement dated May 13, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2031553, being 65 Louvain Drive, Brampton, ON L6P 1Y9.

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16. **THIS COURT ORDERS** that the payment of monies to SimpsonWigle LAW LLP in trust is without prejudice to the Applicants rights to bring a motion to obtain the immediate payout of those funds.

17. **THIS COURT ORDERS** that the herein Application is adjourned to November 19, 2024, to be spoken to.

Date of issuance November 4th, 2024  
(to be completed by registrar)



---

(Signature of judge, officer or registrar)

Issued and entered electronically by

---

Local Registrar  
45 Main St East  
Hamilton, ON  
L8N 2B7

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**SCHEDULE "A"**

Court File No. CV-24-87580-00000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

*(Court Seal)*TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE  
HOFFNER

Applicants

and

FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT  
SALVATORE, DANNY IANDOLI and TIBERIS CAPITAL CORP.

Respondents

APPLICATION UNDER ss. 248 of the Business Corporations Act, R.S.O. 1990, c. B.16

**AMENDED NOTICE OF APPLICATION**

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing *(choose one of the following)*

- In person  
 By telephone conference  
 By video conference

at the following location:

[location]

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*(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)*

on Thursday, October 31, 2024, at 10:00 a.m., *(or on a day to be set by the registrar)*.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date \_\_\_\_\_ Issued by \_\_\_\_\_  
Local Registrar

Address of court office: 45 Main Street E.  
Hamilton, Ontario  
L8N 2B7

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TO: **First Global Financial Corp.**  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M3C 3W2

Respondent

AND TO: **Elena Salvatore**  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M3C 3W2

Respondent

AND TO: **Vincent Salvatore**  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M3C 3W2

Respondent

AND TO: **Tiberis Capital Corp.**  
PH5-801 Lawrence Avenue East  
Toronto, Ontario  
M5C 3W2

Respondent

AND TO: **Danny Iandoli**  
2803 – 50 Yorkville Avenue  
Toronto, Ontario  
M4W 0A3

Respondent

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**APPLICATION**

18. The Applicants Trans Global Partners Limited (“Trans Global”), Randy Hoffner (“**Mr. Hoffner**”) and Pauline Hoffner (“**Ms. Hoffner**”) make application for: *(State here the precise relief claimed.)*

- (a) An order piercing the corporate veil of First Global Financial Corp. and holding the Respondents as liable as for the acts of one another;
- (b) An order approving:
  - (i) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the “**5980 Colonel Talbot Purchaser**”) and providing a vesting in **5980 Colonel Talbot Purchaser** of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the “**5980 Colonel Talbot Sale**”);
  - (ii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (“**6172 Colonel Talbot Purchaser**”) and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the “**6172 Colonel Talbot Sale**”); and

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- (iii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the “**Wonderland Purchasers**”) and providing a vesting in the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the “**Wonderland Sale**”) (jointly the “**London Property Sales**”)
- (c) A mandatory Order compelling the Respondents to disgorge to SimpsonWigle LAW LLP in trust the proceeds, less all legitimate fees and costs, of the London Property Sales.
- (d) A mandatory order compelling the Respondents to disclose the particulars of all sales of properties owned by First Global or companies which First Global came to control, directly or indirectly, by way of the TGP Canada Transaction as defined below;
- (e) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the sale of any property owned by any of those companies, and the accounting shall include particulars as to how and where the money obtained from the sale was expended or transferred, accompanied with

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an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

- (f) An order declaring that the Transfer of Charge registered by Greenvalley Estates Inc. (“**Greenvalley**”) on the instructions of First Global, and registered as Instrument Number ER1582697 on July 18, 2024 (the “**Greenvalley Transfer of Charge**”) on title to the lands and premises known as:

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,

Being all of PIN 08203-0074 (LT),

And being municipally described as 4423 Highbury Avenue, South, London, Ontario (the “**Highbury Property**”)

With respect to the mortgage registered on title for the Highbury Property as instrument number ER1582696 (the “**Highbury Mortgage**”) for which Greenvalley is the chargee and ~~Milton-525~~ Dancor Dundas Inc. is the chargor (the “**Highbury Chargor**”) is void and/or unenforceable.

- (g) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Highbury Mortgage, and the accounting

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shall include particulars as to how and where the money obtained from the sale Highbury Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

- (h) A mandatory Order directing the Highbury Chargor to pay to SimpsonWigle LAW LLP in trust all monies due and owing by the Highbury Chargor to Greenvalley pursuant to the Highbury Mortgage, as they become due and owing,
- (i) An order declaring that the Transfer of Charge registered by the Respondent First Global, and registered as Instrument Number HR2058425 on September 20, 2024 (the “First Global Transfer of Charge”) on title to the lands and premises known as:

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

Being all of PIN 25022-0014 (LT) (the “Halton Park Property”)

With respect to the mortgage registered on title for the Halton Park Property as instrument number HR1665994 (the “Halton Park Mortgage”), for which Halton Park is the chargee and Milton 525 Holdings Inc. is the chargor (the “Halton Park Chargor”) is void and/or unenforceable.

- (j) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or

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any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Halton Park Mortgage, and the accounting shall include particulars as to how and where the money obtained from the Halton Park Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

- (k) A mandatory Order directing the Halton Park Chargor to pay into court all monies due and owing by the Halton Park Chargor to the Respondents pursuant to the Halton Park Mortgage, as they become due and owing.
- (l) An order that the registration of the cautions against title to the lands legally described in Schedule “A” hereto, be and the same is hereby discharged.
- (m) A declaration that the Respondent First Global is in default of the SPAs and the Promissory Notes, as defined below;
- (n) A declaration that the Respondent First Global’s breach of the Promissory Notes constitutes an “Event of Default” under the Pledge Agreement defined below;
- (o) An order in accordance with Article VI “Remedies” of the SPA:
  - (i) Requiring First Global to transfer all of the Collateral as defined in the SPA (the “Collateral”) into the name of Trans Global;

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- (ii) permitting Trans Global to notify the parties obligated on any of the Collateral to make payment to Trans Global of any amount due or to due thereunder;
  - (iii) Allowing any officer or director of Trans Global to endorse any cheques, drafts, or other writings in the name of the Respondent First Global to allow the collection of the Collateral;
  - (iv) permitting Trans Global to take control of any proceeds of the Collateral; and
  - (v) permitting Trans Global to execute, in the name place and stead of the Respondent First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.
- (p) An order, without limiting the forgoing, that Trans Global is empowered to do and take all actions with respect to the Collateral to which it is entitled pursuant to the SPA.
- (q) An interim and interlocutory order in the form of a Mareva Injunction restraining the Respondents, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending satisfaction of any judgment granted herein, from directly or indirectly, by any means whatsoever:

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- (i) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;
  - (ii) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;
  - (iii) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and
  - (iv) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.
- (r) An order declaring that the Respondents First Global Financial Corp., Elena Salvatore and Vincent Salvatore have acted in a manner that is oppressive, prejudicial and disregards the Applicants interests and that the Applicants are entitled to the relief set out at Section 258 of the *Business Corporations Act*, R.S.O. 1990 (the “*OBCA*”).
- (s) An Order for damages payable to the Applicants by the Respondents in the amount of \$12,444,121.92 plus interest at the default rate of 26.82%.

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- (t) A declaration pursuant to Section 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the “*BIA*”) that any amounts awarded herein are debts or liabilities that are arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity, or resulting from obtaining property by false pretences or fraudulent misrepresentation.
- (u) An Order abridging the time for filing and service of the application materials, if necessary;
- (v) If necessary, an order dispensing with the requirement to deliver a factum on the initial hearing of this Application for interim and/or interlocutory relief;
- (w) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (x) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;
- (y) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and
- (z) Such further and other Relief as to this Honourable Court may seem just.

**THE PARTIES**

THE APPLICANT TRANS GLOBAL PARTNERS LIMITED (TRANS GLOBAL) & TIM SHIELDS (“MR. SHIELDS”)

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19. The Applicant, Trans Global, is a corporation existing under the laws of the special administrative region of Hong King, which operates out of its head office located at 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5. Prior to in or about June 6, 2024, Trans Global was the registered, legal and beneficial owner of all issued and outstanding shares in the capital of the company TGP Canada Management Inc.

20. While not a party to this Application, Tim Shields (“**Mr. Shields**”) is an individual residing in Tokyo, Japan. Mr. Shields was also, during certain times, an officer and director of the Applicant Trans Global. Mr. Shields was an officer and director of the corporations defined below as Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

THE APPLICANT RANDY HOFFNER (THE AFFILIANT) & 183 ONTARIO LIMITED (“183”)

21. The Applicant, Randy Hoffner (“**Mr. Hoffner**”), is an individual residing in the City of Mississauga in the Province of Ontario. Prior to in or about July 4, 2024, he was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation 1837732 Ontario Limited. Prior to in or about June 4, 2024, Mr. Hoffner was also an officer and director of the corporations defined below as TGP Canada, Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

22. While not a party to this Application, 1837732 Ontario Limited (“**183**”) is a corporation incorporated pursuant to the laws of the Province of Ontario.

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THE APPLICANT PAULINE HOFFNER (“MS. HOFFNER”) AND TGP PROPERTY MANAGEMENT INC. (“TGP PROPERTY”)

23. The Applicant Pauline Hoffner (“**Ms. Hoffner**”) is an individual residing in the City of City of Mississauga, in the Province of Ontario. Mr. Hoffner is my spouse. Prior to in or about June 4, 2024 Ms. Hoffner was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation TGP Property Management Inc.

24. While not a party to this Application, TGP Property Management Inc. (“**TPG Property**”), is a corporation incorporated pursuant to the laws of the Province of Ontario.

TGP CANADA MANAGEMENT INC. (“TGP CANADA”) AND 2630306 ONTARIO INC. O/A PAYBANK FINANCIAL (“PAYBANK”)

25. While not a party to this Application, TGP Canada Management Inc. (“**TGP Canada**”) is a corporation incorporated pursuant to the laws of the Province of Ontario. Prior to in or about June 4, 2024, Trans Global was the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP Canada.

26. While not a party to this Application, 2630306 Ontario Inc. o/a Paybank Financial (“**Paybank**”) is a corporation incorporated pursuant to the laws of the province of Ontario.

TITAN SHIELD INC.

27. While not a party to this Application, Titan Shield Inc. (“**Titan Shield**”) is a corporation incorporated pursuant to the laws of the province of Ontario. Titan Shield is the registered, legal

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and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield Inc.

TRILLIUM SHIELD INC.

28. While not a party to this Application, Trillium Shield Inc. (“**Trillium Shield**”) is a corporation incorporated pursuant to the province of Ontario. Trillium Shield is the registered, legal and beneficial owner of all of the issued and outstanding shares in the TSI Group of Companies Inc.

TSI GROUP OF COMPANIES INC.

29. While not a party to this Application, TSI Group of Companies Inc. (“**TSI Group**”) is a corporation incorporated pursuant to the laws of the province of Ontario. TSI Group, directly or indirectly, is involved with the corporations Land Mutual Inc. and Canadian Shield Inc.

LAND MUTUAL INC. AND THE LAND MUTUAL SUBSIDIARY COMPANIES

30. While not a party to this Application, Land Mutual is a corporation incorporated pursuant to the laws of the Province of Ontario. Land Mutual, directly or indirectly, is involved with various subsidiary companies (jointly the “**Land Mutual Subsidiary Companies**”). The Land Mutual Subsidiary Companies are the owners of various real properties.

CANADIAN SHIELD INC. AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

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31. While not a party to this Application, Canadian Shield is a corporation incorporated pursuant to the laws of the Province of Ontario. Canadian Shield, directly or indirectly, is involved with various subsidiary companies (jointly the “**Canadian Shield Subsidiary Companies**”). The Canadian Shield Subsidiary Companies are the owners of various real properties.

THE RESPONDENTS FIRST GLOBAL FINANCIAL CORP. (“FIRST GLOBAL”), ELENA SALVATORE, VINCENT SALVATORE

32. The Respondent First Global Financial Corp. (“**First Global**” and the “**Respondent**”) is a corporation incorporated pursuant to the laws of the province of Ontario operating from its head office located at PH5-801 Lawrence Ave. East, Toronto, Ontario, M3C 3W2.

33. The Respondent, Elena Salvatore (“**Ms. Salvatore**”), is an individual residing in the City of Toronto in the Province of Ontario. Ms. Salvatore is the sole officer and director of First Global.

34. The Respondent, Vincent Salvatore (“**Mr. Salvatore**” and jointly with First Global and Ms. Salvatore the “**Respondents**”), is an individual residing in the City of Toronto in the Province of Ontario. Mr. Salvatore is married to Ms. Salvatore. Mr. Salvatore, along with Ms. Salvatore, are the governing minds of First Global. Mr. Salvatore is the sole officer and director of the Respondent Tiberis Capital Corp.

35. The Respondent Tiberis Capital Corp. (“**Tiberis**”) is a corporation incorporated pursuant to the laws of the province of Ontario. Mr. Salvatore is the sole officer and director of Tiberis. Mr. Salvatore, and potentially Ms. Salvatore, are owners of Tiberis

THE TITAN SHIELD SHARE SALE AND PURCHASE

The TGP Canada Management Inc. Share Purchase Agreement

36. In or about June 4, 2024, TPG Canada as vendor and First Global as purchaser entered into a Share Purchase Agreement (the “**TGP Canada Transaction**”) dated June 4, 2024 (the “**TGP Canada SPA**”) pursuant to which, *inter alia*,

- (a) TGP Canada would sell to First Global all of its shares in Titan Shield (the “**Titan Shield Shares**”);
- (b) The closing of the purchase and sale of the Titan Shield Shares was to take place on June 4, 2024 (the “**SPA Closing Date**”);
- (c) First Global agreed to pay to SimpsonWigle LAW LLP (“**SimpsonWigle**”), counsel for Trans Global, in trust, on behalf of Trans Global, the purchase price of Ten Thousand Dollars (\$10,000.00) within 7 days of the Closing Date (the “**TGP Canada Purchase Price**”); and
- (d) First Global agreed to pay to SimpsonWigle One Hundred Thousand Dollars (\$100,000.00) towards legal costs incurred with respect to the transactions referenced in the SPAs within 7 days of the Closing Date (the “**Legal Fees**”).

37. It was at all times understood by the parties:

- (a) that Trans Global was the ultimate recipient of the TGP Canada Purchase Price to be paid pursuant to the TGP Canada SPA;

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- (b) that the failure to pay the TGP Canada Purchase Price in accordance with the terms of the TGP Canada SPA would deny Trans Global the benefit of those monies; and
- (c) that the Legal Fees to be paid by it in accordance with the TGP Canada SPA was to pay to SimpsonWigle LAW those legal fees incurred by the Applicants in facilitating the sales referenced herein; and
- (d) that should it fail, or otherwise refuse to pay the Legal Fees in accordance with the TGP Canada SPA that the Applicants would be required to pay to SimpsonWigle LAW their respective shares of the legal fees incurred in facilitating the herein referenced transactions.

38. Pursuant to the terms of the TGP Canada SPA, upon closing the Respondent would have direct or indirect control of the real properties owned by the Land Mutual Subsidiary Companies and the Canadian Shield Subsidiary Companies.

*THE TGP CANADA MANAGEMENT SHARE SALE AND PURCHASE*

The Trans Global Partners Limited Share Purchase Agreement

39. In or about June 4, 2024, and immediately following the TGP Canada transaction, Trans Global as vendor and Paybank as Purchaser entered into a share purchase agreement dated June 4, 2024 (the “**Trans Global SPA**”) pursuant to which Trans Global sold to Paybank all of its shares in TGP Canada.

The Trans Global Partners Limited Promissory Note

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40. First Global executed a promissory note in favour of Trans Global (the “**Trans Global Promissory Note**”) the terms of which were, *inter alia*, as follows:

- (a) the principal amount of Seven Million Dollars (\$7,000,000.00) (the “**Principal Amount**”);
- (b) the principal amount was to be paid on or before August 3, 2024 unless renewed or extended;
- (c) the parties may mutually agree to a renewal or extension of the due date in exchange for an extension/renewal fee of Five Hundred Thousand Dollars (\$500,000.00) (the “**Extension Fee**”);
- (d) the note would be interest free unless a default occurs; and
- (e) upon default, interest shall be charged at the rate of 26.82% per annum, calculated semi-annually not in advance, from the date of default;
- (f) First Global agreed to:
  - (i) Deliver a collateral charge in the Principal Amount as against the property municipally referred to as 11720 Highway 27, Vaughan, Ontario (the “**Highway 27 Property**”); and
  - (ii) Execute a share pledge agreement pledging all of the issued and outstanding shares in Titan Shield and consequently, as a result of said pledge included all of the issued and outstanding shares in Trillium Shield, TSI Group, Land

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Mutual Inc, Canadian Shield Inc., Land Mutual Subsidiary Companies and Canadian Shield Subsidiary Companies.

THE TGP PROPERTY MANAGEMENT INC. SHARE SALE AND PURCHASE

The Pauline Hoffner Share Purchase Agreement

41. In or about June 4, 2024, and immediately following the TGP Canada transaction, Ms. Hoffner as vendor and First Global as purchaser entered into a Share Purchase Agreement dated June 4, 2024 (the “**Ms. Hoffner SPA**”) the terms of which, *inter alia*, are as follows:

- (a) Ms. Hoffner would sell to First Global all of her shares in TGP Property (the “**TGP Property Shares**”);
- (b) The closing of the purchase and sale of the TGP Property Shares was to take place on the SGA Closing Date;
- (c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “**Ms. Hoffner Purchase Price**”); and
- (d) The Ms. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the “**Ms. Hoffner Promissory Note**”).

The Pauline Hoffner Promissory Note

42. The Ms. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that:

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- (a) the principal amount would be in the amount of the Ms. Hoffner Purchase Price, being One Million Five Hundred Thousand Dollars (\$1,500,000.00); and
- (b) the Ms. Hoffner Principal amount was to be paid on or before June 11, 2024 unless renewed or extended.

THE 1837732 ONTARIO INC. SHARE SALE AND PURCHASE

The Randy Hoffner Share Purchase Agreement

43. In or about June 4, 2024, and immediately following the TGP Property transaction, Mr. Hoffner as vendor and First Global as purchaser, entered into a Share Purchase Agreement dated June 4, 2024 (the “**Mr. Hoffner SPA**”) the terms of which, *inter alia*, are as follows:

- (a) he would sell to First Global all of his shares in 183 (the “**183 Shares**”);
- (b) the closing of the purchase and sale of the 183 Shares would take place on the SPA Closing Date;
- (c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “**Mr. Hoffner Purchase Price**”); and
- (d) The Mr. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the “**Mr. Hoffner Promissory Note**”).

The Randy Hoffner Promissory Note

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44. The Mr. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that the principal amount would be in the amount of the Mr. Hoffner Purchase Price being One Million Five Hundred Thousand Dollars (\$1,500,000.00).

THE SHARE PLEDGE AGREEMENT

45. In accordance with the terms of the Trans Global Promissory Note, the Ms. Hoffner Promissory Note and the Mr. Hoffner Promissory Note (jointly the “**Promissory Notes**”) First Global executed a Share Pledge Agreement dated June 4, 2024 (the “**Pledge Agreement**”) in favour of Trans Global, Mr. Hoffner and Ms. Hoffner.

46. The terms of the Pledge Agreement were, *inter alia*, as follows:

- (a) In accordance with section 2.1, First Global, as collateral security for the payment and performance of all present and future indebtedness, liabilities and obligations of First Global to the Applicants, First Global granted to the Applicants a continuing security interest in various collateral (the “**Collateral**”) including, but not limited to, the following:
  - (i) all issued and outstanding shares of capital stock in Titan Shield;
  - (ii) all other shares in Titan Shield acquired by First Global; and
  - (iii) the proceeds of same.

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- (b) In accordance with section 4.4, in the Event of Default, which is defined in the Pledge Agreement as a default under the Promissory Notes (the “**Event of Default**”), First Global agreed that:
- (i) It is to deliver to one of the Applicants (the “Holder”), as directed by the Applicants, all proceeds of the Collateral to be held by the Holder as additional collateral;
  - (ii) the Holder may exercise the voting power and all other incidental rights of ownership with respect to the Titan Shield shares or other shares of capital stock constituting Collateral and First Global granted the Applicants an irrevocable proxy to vote the Titan Shield shares and such other Collateral;
  - (iii) it would deliver any additional proxies and other documents reasonably requested by the Holder that may be necessary to allow the Holder to exercise such voting power;
- (c) in accordance with section 6.1 that, in the Event of Default the Holder, on behalf of the Applicants, had certain other remedies available to it including, but not limited to:
- (i) the Holder may exercise the rights and remedies of a secured party on default under the PPSA including, but not limited to, selling the Collateral or any part of it; and
  - (ii) the Holder could:

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- (1) transfer all or any part of the Collateral into the name of the Holder, or their nominee or assignee;
  - (2) notify the parties obligated on any of the Collateral to make payment to the Holder of any amount due or to become due thereunder;
  - (3) enforce collection of any of the Collateral by suit or otherwise;
  - (4) endorse any cheques, drafts or other writings in First Global's name to allow collection of the collateral;
  - (5) take control of the proceeds of the Collateral; and
  - (6) execute, in the name, place and stead of First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral;
- (iii) First Global agreed to pay to the Applicants the amounts of any and all reasonable expenses, including reasonable fees and disbursements of its counsel and of any expert and agents, which the Applicants may incur in connection with:
- (1) Administration of the Pledge Agreement;
  - (2) The custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;

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- (3) The exercise or enforcement of any of the rights of the Applicants under the Pledge Agreement;
- (4) The failure of First Global to perform or observe any of the provisions of the Pledge Agreement; and
- (5) Advancing of any funds pursuant to the Pledge Agreement.

47. On June 6, 2024, the Applicants, by way of their counsel, registered in the Ontario Personal Property Registry a lien as against First Global as the debtor in favour of the Applicants as secured parties, with respect to the collateral classified as “accounts” and “other” pursuant to the terms of the Pledge Agreement.

THE COLLATERAL MORTGAGE

48. On June 6, 2024, the Applicants, by way of their counsel, registered a charge against the Highway 27 Property (the “**Collateral Mortgage**”) as instrument number YR3684667 and immediately thereafter registered an application to change name-instrument to correct the name of Trans Global as Trans Global Partners Limited, as evidenced by instrument number YR3684727.

49. The terms of the Collateral Mortgage include, but are not limited to the following:

- (a) The mortgage will be interest free unless a default occurs under the mortgage;
- (b) If a default occurs interest will be charged at 26.82% per annum, calculated semi-annually not in advance, from the date of default;

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- (c) All terms contained in the Promissory Notes are incorporated in the Collateral Mortgage and apply to the Collateral Mortgage;
- (d) All fees, charges or payments incurred, expended or paid by the Applicants together with the interest thereon, will be added to the indebtedness to be repaid by the Respondents to the Applicants forthwith and, until repaid, will constitute a charge upon the Highway 27 Property;
- (e) That any occurrence of an event of default under the provisions of the Collateral Mortgage will constitute a default under any other charge or security document (the “Security Documents” between the Applicants and the Respondents and default under any of the other Security Documents will constitute an event of default under the provisions of the Collateral Mortgage);
- (f) That upon and during the continuance of an event of default under the Collateral Mortgage or a default under the other Security Documents, the Applicants pursue their remedies under those Security Documents; and
- (g) Upon default in payment of principal or interest under this Collateral Mortgage, or in the performance of any of the terms and conditions of the Collateral Mortgage, the Applicants may enter into and take possession of the Highway 27 Property.

**FIRST GLOBAL FINANCIAL CORP.’S REQUEST FOR AN EXTENSION OF PAYMENT TERMS**

50. On agreement between the parties to the SPAs, the Closing Date of the transactions contemplated by the SPAs was extended to June 6, 2024 (the “Amended Closing Date”).

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51. As of the Amended Closing Date, the Applicants complied with all of their obligations pursuant to the terms of the various SPAs such that by the amended closing date, First Global was the owner of the Titan Shield Shares, the TGP Property Shares and the 183 Shares.

52. Despite the terms of the TGP Canada SPA and the Ms. Hoffner Promissory Note which required payment of the TGP Canada Purchase Price and the Ms. Hoffner Principal Amount (the “Arrears”) by June 12, 2024, as of that date no payment had been made by First Global.

53. Pursuant to an agreement between the parties, the deadline for the payment of the Arrears was extended to June 21, 2024 in exchange for First Global agreeing to pay the Extension Fee. Despite this agreement however the Arrears were not paid as of this date. Subsequently the Respondents advised that the amount would be paid within the non-specific period of two weeks.

**FIRST GLOBAL FINANCIAL CORP.’S BREACH OF THE SPAS AND PROMISSORY NOTE**

54. On July 5, 2024, counsel for the Applicants sent a Notice of Default to the Respondents by way of Registered Mail confirming the Respondents’ breach and demanding payment of those amounts due and owing as of that date.

55. On July 16, 2024, when no payment towards the amounts owing had been made by the Respondents, the Applicants’ Counsel sent a Notice of Sale Under Charge/Mortgage demanding payment of all outstanding amounts, inclusive of principal, interest and fees, by no later than August 22, 2024, failing which the Applicants would proceed to sell the Highway 27 Property.

56. On September 9, 2024, counsel for the Applicants sent a Notice pursuant to section 63(4) of the *Personal Property Security Act* on behalf of the Applicants, putting First Global on Notice

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that, in light of First Global's default, the Applicants intended to enforce their security under the Pledge Agreement (the "PPSA Notice").

57. Despite the PPSA Notice, all amounts owing under the SPAs, Promissory Notes and Collateral Charge remained due and owing, and continued to accrue interest.

58. The Respondents' failure to pay the monies owing under the Ms. Hoffner Promissory Note on June 21, 2024, and under the Mr. Hoffner Promissory Note and the TGP Canada Promissory Note on August 3, 2024, constituted not only a breach of the terms of the Collateral Mortgage but also an Event of Default under the Pledge Agreement pursuant to which the Applicants were permitted to, amongst other things, enforce their security under the Pledge Agreement.

**FRAUDULENT AND/OR BAD FAITH ACTIONS OF FIRST GLOBAL FINANCIAL CORP.**

59. Despite First Global having not paid any monies owing pursuant to the SPAs and/or the Promissory Notes as well as failing to comply with its obligations under the Pledge Agreement, the Respondents have taken actions with respect to assets they have come to control by way of the SPAs which serves to convert the profits of same to their own benefit.

60. These actions, as hereinafter described, are part of a fraudulent scheme perpetrated by the Respondents (the "Fraudulent Scheme") which was conducted as follows:

- (a) The Respondents, utilizing First Global, entered into the Share Purchase Agreements, and primarily the First Global SPA, pursuant to which they agreed to purchase shares in companies that, directly or indirectly, control certain real properties, namely those owned by the Subsidiary Companies;

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- (b) The Respondents negotiated terms for the TPG Canada SPA pursuant to which First Global received the benefit of TPG Canada Transaction, including taking direct or indirect control of those real properties owned by the Subsidiary Companies;
- (c) The Respondents negotiated terms for the Promissory Notes pursuant to which First Global could delay making payment thereunder until June 11, 2024, in the case of the Ms. Hoffner Promissory Note, or August 3, 2024, in the case of Trans Global Promissory Note and the Mr. Hoffner Promissory Note;
- (d) At all times the Respondents represented that they had sufficient funds to pay those amounts owing pursuant to the Trans Global SPA and the Promissory Notes;
- (e) Despite those representations, almost immediately after the closing of the transactions contemplated under the SPAs, the Respondents advised the Applicants that they would not be able to make payment, first until June 21, 2024 and then on June 21, 2024, at some hypothetical period within two (2) weeks;
- (f) Almost immediately thereafter the Respondents, utilizing means outlined in more detail below:
  - (i) Commenced a fire sale of certain real properties they took control, directly or indirectly, pursuant to the terms of the SPAs;
  - (ii) directed the proceeds of those sales to themselves and/or dispersing them to parties unknown to the Applicants;

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- (iii) assigned certain receivables which are properly directed to certain Subsidiary Companies to companies which they own; and
- (iv) encumbered certain real properties owned by the Subsidiary Companies in order to prevent the Applicants from enforcing their security;
- (v) refused to pay liabilities which they had assumed pursuant to the Trans Global SPA resulting in the loss of further assets; and
- (vi) generally refused to direct any monies received since the closing of the transactions contemplated by the SPAs to the Applicants despite their clear obligations.

61. The Respondents at all times knew that ultimately the Applicants would enforce their security under the Pledge Agreement which would entitle them to control those companies which Titan Shield, directly or indirectly, controlled including, but not limited to the Subsidiary Companies, and by extension the real properties that they owned. Consequently, the Respondents acted in a manner to strip from those companies as much assets as possible to deprive the Applicants of the benefit of those assets when they did so.

THE SALE OF 4423 HIGHBURY AVENUE SOUTH, LONDON, ONTARIO

62. On August 6, 2024, First Global sold the property municipality referred to as 4423 Highbury Avenue South, London, ON N6N 1J2 (the “**Highbury Property**”) owned by Greenvalley Estates Inc. (“**Greenvalley**”), one of the Land Mutual Subsidiary Companies, for the total sum of Nine Million, Nine Hundred Thousand Dollars (\$9,900,000.00) of which half was

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paid to, presumably, Greenvalley, and the remaining half paid by way of a vendor take back mortgage in favour of Greenvalley (the “**Highbury Mortgage**”).

63. The Applicants have not received any portion of the proceeds received by the Respondents with respect to the sale of the Highbury Property. The Applicants state that these proceeds no longer remain with Greenvalley in as much as they have either been distributed to the Applicants or third parties. Furthermore, on July 18, 2024, Greenvalley registered a Transfer of Charge on title for the Highbury Property, on the instructions of the Respondents, transferring its interest in the Highbury Mortgage to the Respondent Tiberis.

64. These heretofore described actions were designed to benefit the Respondents while denying the Applicants the opportunity to benefit from these assets/receivables should they subsequently enforce their rights under the Pledge Agreement.

ENTERING INTO AN AGREEMENT OF PURCHASE AND SALE OF THE THREE LONDON PROPERTIES

65. On July 30, 2024, Ms. Salvatore entered into three Agreements of Purchase and Sale on behalf of the Land Mutual Subsidiary Companies, Talbot Crossing Inc., London Valley II Inc. and London Valley V Inc. (jointly the “Sellers”), pursuant to which she sought to sell to Clawson Group Inc. (the “**London Properties Sale**”) the properties municipally referred to as 5980 Colonel Talbot Road, London , ON N6P 1J1, 6172 Colonel Talbot Road, London, ON N6P 1J1 and Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (jointly the “**London Properties**”), for the total purchase price of Ten Million, Eighteen Thousand, Six Hundred and Seventy-Four Dollars and Twenty-Four Cents (\$10,018,674.24). By way of certain

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Assignment of Agreement of Purchase and Sale, the purchasers of the London Properties were changed (jointly the “**Purchasers**”).

66. In correspondence exchanged between Counsel it was agreed that the closing date to the London Properties Sale would be extended to November 6, 2024, or within 4 days of the Sellers obtaining a court order directing and vesting title to the London Properties to the Purchasers. Failing that the Purchaser’s counsel advised that the London Properties Sale would not close without the following:

- (a) Satisfactory evidence as to the Officers and Directors authorizing the subject transactions including but not limited to such Corporate Resolutions necessary to give effect to the applicable Agreements of Purchase and Sale and subsequent title transfers, supported by Officers Certificates and executed solicitor Legal Opinions confirming the veracity, execution and validity of the subject Agreements, Transfers of Title, together with the supporting closing documents and Corporate Resolutions and Documents as contemplated by the constating documents of the Corporations;
- (b) Sworn Statutory Declarations of the Officers/ Directors of the subject Corporations attesting to but not limited to: the validity of the foregoing documents; the enforceability thereof; the validity of the sale and Transfer of the subject properties; and that there is no other person or entity having an interest in or claim to the subject properties and the proceeds of the sale thereof;

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- (c) Indemnity's from the Sellers, the Principals and Shareholders indemnifying the Buyers from any claims arising subsequent to the completion of the transactions against the Buyers in respect of any competing parties' potential interest in the properties or the sale proceeds thereof or otherwise; and
- (d) Releases from such other Party or entity claiming such interest in the subject properties and/or the proceeds of the sale thereof.

67. The Applicants do not object to the Sellers proceeding with the sale of the London Properties to the Purchasers. However, as a condition of doing so, the Applicants submit they are entitled to the imposition of certain court orders requiring all proceeds from those sales be paid to SimpsonWigle LAW in trust, or, alternatively into court.

68. The Applicants submit that if the Respondents are permitted to proceed with the sale of the London Properties without restrictions, the Respondents will remove, or otherwise transfer those assets by means which will deny the Applicants the ability to benefit from those amounts as part of the enforcement of their rights under the Pledge Agreement.

LISTING OF CERTAIN PROPERTIES BELONGING TO THE LAND MUTUAL SUBSIDIARY COMPANIES AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

69. The Respondents registered cautions (the "Cautions") against certain properties owned by the Land Mutual Subsidiary Companies, namely:

Property Address	Owner	MLS #	Proposed Price
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(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	\$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	\$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	\$1.00
2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	\$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	\$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	\$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	\$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	\$3,495,000.00

70. The Applicants did not have knowledge of these listings at the time they were made, nor did they consent to the listing of these properties. Furthermore, the Applicants have never consented to the sale of any of these properties and deny that the Respondents are entitled to sell same under the circumstances.

71. While it appears that the aforementioned listings have since been removed, it is unknown to the Applicants whether other properties have been listed and/or if the Respondents are making efforts to sell the properties held by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies by way of alternative means that would not result in an MLS listing.

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72. The Applicants further submit that the property municipally referred to as 9063 Twiss Road, Milton, ON L0P 1B0 (the “**Twiss Property**”) is not owned by any company that First Global acquired control, either directly or indirectly, by way of the TGP Canada Transaction. It was, at all times relevant to these proceedings, owned by the Applicant Mr. Hoffner. Despite this, the Respondents still registered a caution against this property. Consequently, it is unclear on what grounds the Respondents believe they were entitled to list a property which they did not control, either directly or indirectly, for sale regardless of whether they had the authority of the owner, which in this case they did not have.

REGISTERING CAUTIONS ON PROPERTIES FOR WHICH IT HAS NO INTEREST

73. On September 11, 2024, being the same day that counsel for the Respondents received the PPSA Notice, First Global registered cautions against eleven (11) properties (the “**Cautions**”) owned by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies. Specifically, First Global registered cautions against the following properties (jointly the “**Encumbered Properties**”):

<b>Property Address</b>	<b>Owner</b>	<b>MLS #</b>	<b>Proposed Price</b>
(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	\$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	\$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	\$1.00

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2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	\$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	\$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	\$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	\$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	\$3,495,000.00

74. The Cautions registered against the Encumbered Properties all indicate that they were registered pursuant to section 71 of the *Land Titles Act*, and that the nature of the interest is “*the caution is being registered by First Global Financial Corp., who claims an ownership interest in the property through its subsidiaries*”.

75. The Applicants submit that registering the Cautions on the Encumbered Properties served no purpose but to complicate the Applicants’ abilities to enforce their security under the Pledge Agreement.

76. Again, the Twiss Property is not owned by First Global or any company which it acquired control, either directly or indirectly, by way of the TGP Canada Transaction. Despite this, First Global registered a caution against the Twiss Property pursuant to which they have alleged having an ownership interest on same.

77. Despite demands that these Charges be discharged, the Respondents have refused to do so.

LOSS OF CERTAIN PROPERTIES

78. Pursuant to the TGP Canada SPA First Global agreed to assume certain outstanding liabilities at its sole cost and expense. These liabilities included, but were not limited to, that liability provided at:

- (a) paragraph 2(b)(xix) namely Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately \$5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an agreement of purchase and sale dated April 11, 2024, for the sale price of \$10,000,000.00 (the “**Niagara Falls Liability**”); and
- (b) paragraph 2(b)(xx) namely, Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately \$6,288,381.00. A notice of sale has been served on this matter (the “**Chippawa II Liability**”).

79. Despite the above, First Global has failed to take any steps to protect the assets subject to the above liabilities. Consequently, and as outlined below, two of the Land Mutual Subsidiary Companies have lost their ownership interest in certain properties.

The Niagara Falls Park Inc. Liability

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80. Niagara Falls Park Inc., a corporation incorporated pursuant to the laws of the province of Ontario, as well as one of the Land Mutual Subsidiary Companies, was the owner of the property municipally known as 5021 Garner Road, Niagara Falls, ON L2E 6S4 (the “**Garner Property**”).

81. On December 13, 2022, Dennis Blaine and Lakefront Developments Inc. (jointly the “**Garner Chargees**”) registered a charge as against the Garner Property (the “**Garner Charge**”). On or about February 8, 2024, the Garner Chargees issued a Notice of Sale Under Charge/Mortgage of Land with respect to the Garner Charge and demanded payment of all amounts owing thereunder.

82. Despite the above, the Respondents failed to make any payments to the Garner Chargees or take any steps to avoid the Garner Chargees pursuing the power of sale process. Consequently, on or about July 31, 2024, the Garner Chargees registered a Transfer: Power of Sale pursuant to which title to the Garner Property was transferred to Garner Estates Inc.

#### The Niagara Estates of Chippawa II Inc. Liability

83. Niagara Estates of Chippawa II Inc. (“**Chippawa II**”) is a corporation incorporated pursuant to the laws of the province of Ontario as well as being one of the Land Mutual Subsidiary Companies, and was the owner of the property municipally known as Willick Road and Sodom Road, Niagara Falls, ON (the “**Willick & Sodom Property**”).

84. On April 19, 203 2229815 Ontario Inc. (the “**Willick & Sodom Chargee**”) registered a charge as against the Willick & Sodom Property. On or about April 25, 2024, the Willick & Sodom Chargee issued a Notice of Sale Under Mortgage with respect to the Willick & Sodom Charge and demanded payment of all amounts owing thereunder.

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85. Subsequently, on July 12, 2024, the Willick and Sodom Chargee commenced a foreclosure action (the “**Foreclosure Action**”) as against Chippawa II with respect to the Willick & Sodom Charge. The Applicants had no knowledge of the Foreclosure Action, but the Applicants submit that the Respondents did. Despite this, the Respondents took no steps to avoid the foreclosure and on August 30, 2024, the Willick & Sodom Chargee obtained a Default Judgement for Immediate Foreclosure pursuant to which Chippawa II was ordered to deliver to the Willick & Sodom Chargee direct possession of the Willick & Sodom Property.

ASSIGNMENT OF THE HALTON PARK MORTGAGE

86. While not a party to this action, Halton Park Inc. (“**Halton Park**”) is a corporation incorporated pursuant to the laws of the province of Ontario. Until in or about November 15, 2019, Halton Park was the owner of the property (the “**Halton Park Property**”) legally referred to as:

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

HALTON HILLS/ESQUESING

87. On or about November 15, 2019, Halton Park sold the Halton Park Property to Milton 525 Holdings Inc., a corporation incorporated pursuant to the laws of the province of Ontario for the total consideration of \$13,000,000.00. A portion of the purchase price was paid by way of a vendor take back mortgage in the amount of \$7,800,000.00 (the “**Halton Park Mortgage**”).

88. The terms of the Halton Park Mortgage were, *inter alia*, as follows:

(a) The principal sum of \$7,800,000.00 (the “**Halton Park Principal**”); and

(b) The balance due date of November 4, 2024.

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The Highway 27 Property Mortgage

89. On or about April 12, 2024, certain Land Mutual Subsidiary Companies (the “**Highway 27 Chargees**”) registered a charge in the amount of \$45,000,000.00 as against the Highway 27 Property as instrument number YR3666111 (the “**Highway 27 Mortgage**”).

Assignment of the Halton Park Mortgage to First Global

90. On or about April 23, 2024, Halton Park and First Global entered into an assignment agreement (the “**Halton Park Assignment Agreement**”) pursuant to which Halton Park irrevocably assigned, conveyed, granted and transferred all of its rights with respect to the Halton Park Mortgage to First Global (the “**Assignment**”), in consideration for which First Global agreed to:

- (a) an amendment of the Highway 27 Mortgage increasing of the amount of same from \$45,000,000.00 to \$52,800,000.00, being an increase of \$7,800,000.00 (the “**Highway 27 Mortgage Amendment**”); and
- (b) irrevocably agreeing and confirming that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered as a charge under the Highway 27 Mortgage.

91. To facilitate the above, First Global, the Highway 27 Chargees and Mr. Salvatore entered into a Charge Amending Agreement dated April 26, 2024, pursuant to which, *inter alia*:

- (a) The principal amount of the Highway 27 Mortgage was amended from \$45,000,000.00 to \$52,800,000;

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- (b) Additional language was added under the heading of “Additional Provisions” which provided as follows:

*e. Upon the occurrence of a Triggering Event (As that term is defined under the Note), the sum of \$7,800,000.00 shall become immediately due and payable on June 14, 2024. Failure to pay this amount on this date, shall constitute a default under this Charge entitling the Chargee to enforce all remedies available under the terms of the Charge.*

- (c) The parties agreed that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered a charge under the Charge.

92. The Proposed Acquisition of Companies referenced above, is what ultimately became the purchases contemplated by the SPAs.

93. On April 26, 2024, a Transfer of Charge was registered on title for the Halton Park Property as instrument number HR2028433 pursuant to which the Halton Park Mortgage was assigned from Halton Park to First Global.

Assignment of Portions of the Halton Park Mortgage to Third Parties

94. On May 3, 2024, pursuant to the terms of an assignment agreement between First Global and Evangelista Tolfa (“**Ms. Tolfa**”), First Global assigned to Ms. Tolfa \$1,100,000.00 of the Halton Park Mortgage in exchange for the payment of \$1,000,000.00.

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95. On May 13, 2024, pursuant to the terms of an assignment agreement between First Global and Balwinder Cheema (“Mr. Cheema”), First Global assigned to Mr. Cheema \$275,000.00 of the Halton Park Mortgage in exchange for the payment of \$250,000.00.

96. The Applicants have no knowledge as to who Ms. Tolfa or Mr. Cheema and their involvement with the Respondents are, nor do they have any knowledge of the circumstances which led to these individuals paying monies to First Global in exchange for the aforementioned Tolfa Amendment and Cheema Amendment (the “Halton Park Mortgage Amendments”).

97. The Applicants believe that assigning portions of the Halton Park Mortgage Amendments to these individuals only serves to ensure that \$1,375,000.00 of the Halton Park Principal is not recoverable by the Applicants.

98. The Applicants submit that these actions are in breach of the Respondents’ duty of good faith owed to the Applicants.

#### Assignment of the Halton Park Mortgage to Danny Iandoli

99. On September 20, 2024, First Global registered a Transfer of Charge on title for the Halton Park Property as instrument number HR2058425 pursuant to which the Halton Park Mortgage was assigned to Danny Iandoli (“Mr. Iandoli”), a resident of Toronto, Ontario (the “Mr. Iandoli Assignment”).

100. Pursuant to certain correspondence sent to Mr. Hoffner, it is clear that Mr. Iandoli is connected to First Global, Mr. Salvatore and Ms. Salvatore and consequently were aware of:

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- (a) the Respondents' obligations to First Global under the Promissory Notes and Pledge Agreement;
- (b) that the Respondents owed significant sums of money to the Applicants;
- (c) that the Applicants were in a position to enforce the Respondents' obligations against them;
- (d) that the Applicants could commence litigation as against the Respondents; and
- (e) if the Applicants were successful with their litigation, they would be able to collect monies paid to First Global.

101. The Applicants submit that but for the assignment, the funds payable under the Halton Park Mortgage would have been paid to First Global, and consequently would be in its possession should the Applicants take steps to enforce their rights under the Promissory Notes and/or the Pledge Agreement.

102. The Applicants further submit that in choosing to assign the Halton Park Mortgage from First Global to Mr. Iandoli, First Global had no other purpose but to prevent the Applicants from being able to enforce any judgment they might obtain against First Global against those funds. As such, the Applicants submit that this assignment was conducted with the intention of First Global to defeat, hinder or delay the Applicants of their lawful action, suit, debts, accounts, damages, penalties or forfeitures.

103. The Applicants further submit that Mr. Iandoli, in agreeing to have the Halton Park Mortgage assigned to him, knew, or reasonably ought to have known, that he was interfering with

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the Applicants' ability to enforce their claim as against those funds which would have been paid to First Global pursuant to the Halton Park Mortgage. In other words, he knew, or reasonably ought to have known, that he was denying the Applicants the ability to collect almost \$7,800,000.00 of funds owing to them.

**EXPECTATIONS OF THE APPLICANTS**

104. The Applicants reasonably believed and expected, among other things, that:

- (a) the Respondents had sufficient financing to complete the transactions outlined in the SPAs and to pay all monies owing with respect to same;
- (b) the Respondents would not need to sell the real properties it, directly or indirectly, came to own by way of the SPAs to finance its obligations under same
- (c) the Respondents would comply with the terms of the SPAs including, but not limited to, paying all monies owing pursuant to same;
- (d) the Respondents would comply with the terms of the Promissory Note, including, but not limited to paying all monies owing pursuant to same by the deadlines contained therein, or in the alternative, by no later than the date agreed to by the parties;
- (e) the Respondents would comply with their obligations pursuant to the terms of the Pledge Agreement;

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- (f) in the case where the Respondents defaulted on any of their obligations under the SPAs and/or the Promissory Notes, that they would immediately take all steps possible to cure any such default;
- (g) the Respondents would not take any actions which would interfere with the Applicants' ability to enforce their security under the Collateral Mortgage and/or the Share Pledge;
- (h) that until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or the Promissory Notes, they would not take any steps to sell those real properties they had come to control, directly or indirectly, pursuant to the terms of the SPAs;
- (i) if it was necessary for the Respondents to sell any of those real properties they had come to control, directly or indirectly, prior to the Applicants being paid in full, which should not have been necessary, the proceeds of the sale of any of those real properties would be directed to the Applicants to the credit of the amounts owing under the SPAs and the Promissory Notes;
- (j) until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or Promissory Notes, the Respondents would not transfer or assign any rights belonging to those companies which First Global came to control, directly or indirectly, by way of the TPG Canada SPA to any third party including, but not limited to, companies to which the Respondents, or some or one of them own personally;

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- (k) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any steps with respect to the assets purchased by way of the SPAs without the knowledge and consent of the Applicants;
- (l) Until such time as the Respondent had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not misappropriate the proceeds of the sale of any real property which it came to control, directly or indirectly, pursuant to the SPAs;
- (m) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any action that would dilute, erode or otherwise affect the value of the assets;
- (n) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, they would treat the Applicants fairly and comply with all agreements made between them in good faith;
- (o) Until such time as the Respondents had paid all monies owing to the Applicants by way of the SPAs and Promissory Notes, First Global, to the extent it assumed outstanding liabilities by way of the TGP Canada SPA, would ensure the default of such liabilities did not result in the loss of assets belonging to any of those companies which the Respondents controlled, directly or indirectly, by way of the TGP Canada SPA;

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- (p) The Respondents would fulfil their fiduciary obligations to the Applicants until such time as they had complied with all of their obligations under the SPAs and the Promissory Notes.

105. The Respondents have acted in a manner that is in contravention, and is oppressive to all of the above expectations.

**THE APPLICANT'S POSITION ON THE RELIEF SOUGHT**

106. Given the above, the Applicants are seeking the following relief:

- (a) An injunction restraining the Respondents from dealing with, encumber or clouding title to, or causing another party to deal with, encumber or cloud title to, the real property which the Respondents came to control, directly or indirectly, by way of the SPAs. It is the Applicants' position that the actions of the Respondents to date, heretofore described, demonstrate an intention on the part of the Respondents to conduct a Fraudulent Scheme by which they sell, or otherwise transfer, assets in First Global's direct or indirect control, for the purpose of benefiting themselves and depriving the Applicants.
- (b) A court order approving the sale of the London Properties and vesting the London Properties to (i) Farhi Farming Corporation as it relates to 5980 Colonel Talbot APS and 6172 Colonel Talbot APS; and (ii) Farhi Farming Corporation and Farhi Holdings Corporation as it relates to the Wonderland APS, but requiring that the proceeds of these transactions, less any reasonable costs and expenses, be paid to SimpsonWigle LAW LLP in trust, or, alternatively, paid into court. It is the

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Applicants' position that while the sale of the London Properties should be permitted to proceed, the Applicants are concerned that if the Respondents, or one of the companies for which it has direct or indirect control, is permitted to receive the proceeds of those sales without restriction it will dispose of same in a manner that prioritizes their interests over those interests of the Applicants who, to date, have yet to receive any of the amounts to be paid under the SPAs and the Promissory Notes.

- (c) A court order requiring the Respondents to account for the funds they, or one of the companies for which they have direct or indirect control, received pursuant to the sale of the Highbury Property, or any other property for which they have direct or indirect control as a result of the TGP Canada Transaction, and requiring them to pay to SimpsonWigle LAW in trust any portion of those proceeds remaining in First Global's control. At this point in time, it is not known to the Applicants the quantum of the net proceeds of the sale of the Highbury Property but the Applicants are reasonably concerned, given that no portion of those proceeds have ever been paid to the Applicants to the credit of the amounts owing under the SPAs and Promissory notes, that those net proceeds have been entirely distributed, or if not, should they not be preserved as outlined above, they will be distributed.
- (d) A court order reversing the transfer of Greenvalley's interest in the Highbury Charge to the Respondent Tiberis and directing that any further monies to be paid with respect to the Highbury Charge by ~~Milton 525~~ Dancor to Greenvalley be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer

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served no purpose but to direct funds which should have been payable to a company on which the Applicants could enforce their security under the Pledge Agreement, to a company in the control of the Respondents, thus benefiting the Respondents while depriving the Applicants should it become necessary for them to enforce their security under the Pledge Agreement. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by Milton 525 Dancor to Greenvalley to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

- (e) A court order reversing the transfer of First Global's interest in the Halton Park Mortgage to the Respondent Mr. Iandoli and directing that any further monies to be paid with respect to the Halton Park Mortgage by Milton 525 to First Global be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer served no purpose but to direct funds which should have been payable to First Global against which the Applicants could have enforced any judgment obtained in the herein proceedings, to a company in the control of a third party who is directly connected to First Global, Mr. Salvatore and Ms. Salavatore, thus benefiting the Respondents while depriving the Applicants. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by Milton 525 to First Global to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

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- (f) A court order prohibiting the Respondents from listing, or instructing a party to list, any of the real property which they controls, directly or indirectly, as a result of the transaction contemplated under the SPAs and to the extent such listings already exist, an order requiring that they be removed. It is the Applicants' position that the listing of any of the real property over which the Respondents have gained control of, directly or indirectly, pursuant to the SPAs , only serves to impact the Applicants' ability to deal with same in accordance with the terms of the Pledge Agreement.
- (g) A court order requiring the Respondents discharge all Cautions registered against the Encumbered Properties. As outlined above, these Cautions serve no purpose but to interfere with the Applicants' ability to enforce their security under the Pledge Agreement in as much as they might prevent the Applicants from selling properties falling within the definition of Collateral as provided in the Pledge Agreement.
- (h) A court order requiring that the listing of any of those real properties for which the Respondents took control, directly or indirectly, by way of the TGP Canada Transaction, be immediately withdrawn and preventing further listings in the future by the Respondents. It is the Applicants' position that the listing of any of these real properties by the Respondents, will only serve to complicate, or otherwise interfere with the Applicants' ability to enforce their security by way of the Pledge Agreement.

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- (i) A court order permitting the Applicants to enforce their rights under the Pledge Agreement. As outlined above, it is the Applicants' position that First Global has breached the terms of the Promissory Note and consequently the Applicants are permitted to enforce their security thereunder which includes, but is not limited to, enforcing their rights under the Pledge Agreement.
- (j) The Respondents have taken steps which serve to benefit Mr. Salvatore and Ms. Salvatore in their personal capacity and consequently the Applicants submit they are permitted to an order piercing the corporate veil.
- (k) The Applicants submit that:
  - (i) They are a complainant under section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16 (the "*BIA*");
  - (ii) that the business or affairs of the Respondents, or their affiliates are, have been or are threatened to be carried on or conducted in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants;
  - (iii) that the powers of the director(s) of First Global, or any of its affiliates, have been or are threatened to be exercised in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants; and

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- (iv) consequently, in accordance with section 248(3) of the *BIA* the Applicants are entitled to the relief sought herein.

107. Section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16.

108. Rules 3.02, 14 and 38 of the *Rules of Civil Procedure*.

109. Such further and other grounds as the lawyers may advise.

The following documentary evidence will be used at the hearing of the application: (List the affidavits or other documentary evidence to be relied on.)

- (a) The Affidavit of Randy Hoffner sworn October 18, 2024 and the exhibits appended thereto;
- (b) The Affidavit of Pauline Hoffner sworn October 18, 2024;
- (c) The Affidavit of Tim Shields sworn October 17, 2024;
- (d) The Supplemental Affidavit of Randy Hoffner sworn October 24, 2024;
- (e) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

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*(Date of issue)*

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Lawyers for the Applicants

TRANS GLOBAL PARTNERS LIMITED et al.  
Applicants

-and- FIRST GLOBAL FINANCIAL CORP. et al.  
Respondents

Court File No. CV-24-87580-0000

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

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**AMENDED NOTICE OF APPLICATION**

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Lawyers for the Applicants

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Applicants

-and- FIRST GLOBAL FINANCIAL CORP. et al.  
Respondents

Court File No. CV-24-00087580-0000

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

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**ORDER**

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Lawyers for the Applicants

# APPENDIX 34



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

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

THE HONOURABLE )  
 )  
JUSTICE CAVANAGH ) MONDAY, THE 23<sup>RD</sup>  
 )  
 ) DAY OF FEBRUARY, 2026

**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

**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 RULES 14.05(2) AND (3) OF THE *RULES OF CIVIL PROCEDURE*, R.R.O. 1990, REG. 194, AS AMENDED**

**ORDER  
(Directing Release of Funds to the Receiver)**

**THIS MOTION** made by KSV Restructuring Inc., in its capacity as Receiver, without security, of all of the 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., 2533430 Ontario Inc., and as Receiver in respect of certain 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., Halton Park Inc., Niagara Falls Park Inc., TSI-HP International Canada Inc. and TSI International-Grandtag A2A Niagara IV Inc., for an Order directing the release of \$5,893,350.00 held in trust by SimpsonWigle LAW LLP to the Receiver, was heard this day by Zoom videoconference,

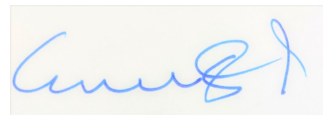
**ON READING** the Motion Record of the Receiver dated February 11, 2026, duly served as it appears from the Affidavit of Service of Aleksandra Cupic sworn February 11, 2026,

**SERVICE**

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

**DIRECTION FOR RELEASE OF FUNDS HELD IN TRUST**

2. **THIS COURT ORDERS** that SimpsonWigle LAW LLP is hereby directed to release to the Receiver the sum of \$5,893,350.00 (the "**Funds**"), currently held in its trust account pursuant to paragraphs 10, 12 and 13 of the Order of Justice MacNeil dated October 31, 2025 issued in CV-24-00087580-000, which Funds shall be held by the Receiver pending further Order of this Court.



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**MIZUE FUKIAGE, et al.**  
Applicants

and

**CLEARVIEW GARDEN ESTATES INC. et al.**  
Respondents

**808**

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

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

**Proceedings commenced at Toronto**

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**ORDER  
(DIRECTING RELEASE OF FUNDS HELD IN TRUST  
TO THE RECEIVER)**

---

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*Lawyers for the Receiver*

# APPENDIX 35



SUPERIOR COURT OF JUSTICE

**COUNSEL SLIP/ ENDORSEMENT FORM**

COURT FILE NO.: CV-25-00736577-00CL DATE: April 10, 2025

NO. ON LIST: 3

TITLE OF PROCEEDING: **FUKIAGE v. CLEARVIEW GARDEN ESTATES INC.**

BEFORE: **JUSTICE W.D. BLACK**

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
Mark Van Zandvoort Adrienne Ho	Lawyer for the Plaintiff, KSV	mvanzandvoort@airdberlis.com aho@airdberlis.com

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info

**ENDORSEMENT OF JUSTICE W.D. BLACK:**

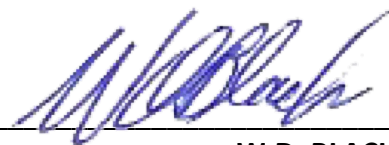
[1] This ex parte motion seeks the issuance of a certificate of pending litigation (“CPL”) on the real property municipally known as 601 Maplehurst Avenue, Oakville, Ontario, and legally described under PIN 24847-0084 (LT) as PT LT 41, PL 350, AS IN 745783; OAKVILLE (the “Maplehurst Property”), being a property owned by the defendant, Randy Hoffner.

- [2] The plaintiff, KSV Restructuring Inc. (“KSV”), solely in its capacity as receiver and manager (the “Receiver”) of London Valley IV Inc. (“LV IV”), claims an interest in the Maplehurst Property.
- [3] The plaintiff seeks the issuance of a CPL on title to the Maplehurst Property in order to preserve the status quo and protect its proprietary interest in the Maplehurst Property pending a disposition of this matter on the merits or until further order of this court.
- [4] It is evident that the defendant is currently attempting to further encumber and to sell the Maplehurst Property. Despite the plaintiff’s inquiries of the defendant, the defendant refuses to provide information to the plaintiff concerning the transactions which form the basis of the plaintiff’s claim.
- [5] On March 6, 2025, Steele J. appointed KSV as Receiver of the assets, undertakings and properties of, inter alia, LV IV, and the proceeds thereof, including with respect to the LV IV Property (as defined below), pursuant to section 101 of the *Courts of Justice Act*, RSO, 1990, c. C.43 (the “Receivership Order”).
- [6] The application resulting in Steele J.’s Receivership Order was brought by the Kobayashi Group (as defined in the materials), which had invested funds in certain land banking projects. The evidence before Her Honour showed that various companies were formed to hold title to various pieces of real estate in Ontario as nominees and bare trustees. The Receiver has been advised that the investments made by the Kobayashi Group and other investors were used to finance the acquisition of such real estate.
- [7] As a result of concerns regarding, among other things, the alleged improper transfer and sale of the real estate subject to these land-banking projects, the Kobayashi Group commenced the receivership application.
- [8] As part of the Receiver’s powers under the Receivership Order, it has the ability to trace and follow proceeds of any real property previously owned by and of the respondents that was sold, transferred, assigned or conveyed on or after October 31, 2024, including in respect of the property municipally known as 6211 Colonel Talbot Road, London, Ontario (the “LV IV Property”).
- [9] The LV IV Property was sold and transferred to a third party purchaser, Titan Lands Inc. for consideration of \$2 million on February 5, 2025 (prior to the Receiver’s appointment).
- [10] The defendant Hoffner is an Ontario resident, and currently the sole registered owner of the Maplehurst Property.
- [11] The Kobayashi Group claims to have invested the aggregate amount of \$3.7 million to acquire an approximate 72% undivided beneficial interest in the LV IV Property.
- [12] The Kobayashi Group filed evidence in support of the order appointing the Receiver that the sale of the LV IV Property to Titan Lands on February 5, 2025, was completed without the Kobayashi Group’s knowledge or consent, and that the Kobayashi Group has received no net income or other proceeds from LV IV or any other party in connection with the LV IV Property.
- [13] The Receiver has reason to believe that the proceeds of the sale of the LV IV Property were or may have been used to discharge a charge on one of Mr. Hoffner’s properties. As such, the Receiver may have an

interest in this property and any sale proceeds thereof, on the basis that co-owners, including the Kobayashi Group, may have a claim to these funds.

- [14] On or about December 6, 2023, a collateral mortgage in favour of Olympia Trust Company (“Olympia”), in the amount of \$700,000 (the “Olympia Charge”), was registered against each of the LV IV Property and the property municipally known as 1264 Falgarwood Drive, Oakville, previously owned by Hoffner (the “Falgarwood Property”), to secure a mortgage loan principally registered against the Maplehurst Property.
- [15] The Receiver is not aware of any basis on which the LV IV Property ought to have been used as collateral to secure financing for Hoffner’s Maplehurst Property.
- [16] Despite the Receiver’s inquiries of Hoffner and his known lawyers, no explanation or response has been provided by Hoffner to explain why the LV IV Property was used as collateral to secure financing for Hoffner’s Maplehurst Property.
- [17] On August 16, 2024, Hoffner sold the Falgarwood Property.
- [18] On February 5, 2025, the LV IV Property was sold and transferred for \$2 million. A Norwich Order obtained as part of the Receivership Order revealed that:
- (a) On February 5, 2025, a payment was disbursed from the trust account (the “Hundal Account”) of the lawyer, Parminder Hundal, who acted for LV IV on the sale transaction;
  - (b) On the same date, a payment was received in the Hundal Account in the amount of \$1,899,510.70 from Mckenzie Lake Lawyers LLP, which the Receiver understands were the lawyers for the purchaser of the LV IV Property.
- [19] The Olympia Charge was discharged from title to the LV IV Property on the same date. The discharge of the Olympia Charge was signed by Hundal.
- [20] A few days later, on February 11, 2025, the charge in favour of Olympia was also discharged from title to the Maplehurst Property. This discharge was also signed by Hundal.
- [21] On February 5, 2025, a new charge in favour of Computershare Trust Company of Canada (“Computershare” and the “Computershare Charge”), was registered on title to the Maplehurst Property in the principal amount of \$360,000 on behalf of Hoffner.
- [22] As such, it is alleged and appears that Hoffner, in his capacity as director of LV IV, breached his fiduciary and other legal obligations to LV IV by offering the LV IV Property as collateral for the mortgage loan principally registered against the Maplehurst Property. The circumstances suggest that Mr. Hoffner may have misappropriated the proceeds of sale of the LV IV Property by using such proceeds to discharge the Olympia Charge from title to the Maplehurst Property.
- [23] There is no evidence of any consideration or valid business purpose for the LV IV Property to have been offered as collateral to secure the mortgage loan against the Maplehurst Property, and doing so also appears to be in contravention of certain co-ownership arrangements governing the LV IV Property.
- [24] It appears that Hoffner profited and benefitted from these apparent breaches of his duties.

- [25] The Receiver has made demands and inquiries of both Hoffner and his known lawyer(s), including requests for information and demands that the proceeds of any sale of the Maplehurst Property be held in trust pending the adjudication or resolution of the Receiver's entitlement to the sale proceeds or any portion thereof. To date, the Receiver's demands have been ignored and remain unanswered.
- [26] By virtue of these events, it appears that Hoffner has been unjustly enriched and that LV IV has suffered a corresponding deprivation. There is no apparent juristic reason for Hoffner's enrichment nor for LV IV's corresponding deprivation.
- [27] In my view, these facts show that the plaintiff has a proprietary interest in the Maplehurst Property and that Hoffner holds that property as a constructive trustee for the benefit of the plaintiff.
- [28] The Receiver registered a caution (the "Caution"), against title to the Maplehurst Property on March 14, 2025. While as of April 8, 2025, the Caution appears to remain registered against title, the Land Registry Office has advised that it has and/or will be withdrawn, giving rise to the urgency for leave for the Receiver to register a CPL on title to the Maplehurst Property.
- [29] I find that in these circumstances, the Receiver has met the test for the issuance of a CPL over the Maplehurst Property under section 103 of the *Courts of Justice Act* and Rule 42 of the *Rules of Civil Procedure*, and that in particular, the Receiver has demonstrated a triable issue with respect to its claim for an interest in the property. I also find that a CPL is warranted to prevent the Maplehurst Property from being transferred to a bona fide purchaser without notice.
- [30] I also find that this order is appropriately sought and granted on an ex parte basis, as discussed by Nordheimer J. (as he then was) in *Sunshine Films Ltd. v. Cleaver*, 2003 CanLII 18914 (ON SC).
- [31] In all of the circumstances I find that it is just and equitable for a CPL to issue and to be registered on title to the Maplehurst Property.



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W.D. BLACK J.

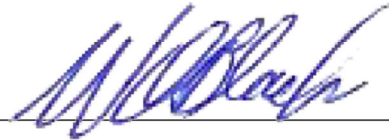
**DATE: April 10, 2025,**

# APPENDIX 36



**ON READING** the Consent of the parties, filed,

1. **THIS COURT ORDERS** that, on consent of the parties, the sum of \$731,331.20, as alternative security (the “**Security**”) to the CPL Registrations, shall be paid by the Defendant to Aird & Berlis LLP, in trust, pending the final disposition of this action or further Order of the Court.
2. **THIS COURT ORDERS** that, upon receipt by Aird & Berlis LLP of the full amount of the Security, the CPL Registrations shall be discharged.
3. **THIS COURT ORDERS** that this Order is effective from today’s date and is enforceable without the need for entry and filing.



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**LONDON VALLEY IV INC., by its Court-Appointed  
Receiver and Manager, KSV RESTRUCTURING INC.**

- and -

**RANDY HOFFNER**

Plaintiff

Defendant

Court File No. CV-25-00740869-00CL

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

**Proceedings commenced at Toronto**

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**ORDER  
(CPL Discharge)**

---

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

**Mark van Zandvoort (LSO No. 59120U)**  
Email: [mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)

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**Calvin Horsten (LSO No. 90418I)**  
Email: [chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)

*Lawyers for the Plaintiff*

# APPENDIX 37



819

Court File No. CV-25-00748799-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) MONDAY, THE 17<sup>TH</sup>  
 )  
JUSTICE J. DIETRICH ) DAY OF NOVEMBER, 2025

B E T W E E N:

**LONDON VALLEY IV INC.,  
by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.**

Plaintiff

- and -

**BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD  
PILEHVAR also known as BEN PILEHVAR also known as BEN PILEVHR, MAHTAB  
NALI also known as MAHTAB NALI PILEHVAR also known as MAHTAB PILEHVAR  
and 2621598 ONTARIO INC. doing business as NALI AND ASSOCIATES**

Defendants

**JUDGMENT**

**THIS MOTION**, made by London Valley IV Inc. (“**LV IV**”) by its Court-Appointed Receiver and Manager, KSV Restructuring Inc. (in such capacity, the “**Receiver**”), for default judgment against the defendants, Behzad Pilehver also known as Ben Pilehver also known as Behzad Pilehvar also known as Ben Pilehvar also known as Ben Pilevhr (“**Pilehver**”), Mahtab Nali also known as Mahtab Nali Pilehvar also known as Mahtab Pilehvar (“**Nali**”) and 2621598 Ontario Inc. doing business as Nali and Associates (“**Nali and Associates**” and collectively with Pilehver and Nali, the “**Defendants**”) was heard this day via Zoom videoconference at the courthouse at 330 University Ave., Toronto, Ontario M5G 1R7.

-2-

**ON READING** the Motion Record of LV IV, including, without limitation, the Notice of Action and Statement of Claim, the Affidavit of Jordan Wong sworn November 5, 2025 (the “**Wong Affidavit**”), the Bill of Costs and the Factum of LV IV, all of which were served on the Defendants as reflected by the Affidavit of Service of Calvin Horsten sworn November 5, 2025, and upon hearing the submissions of counsel for LV IV, no one appearing on behalf of any other party,

1. **THIS COURT ORDERS** that the time for service of the materials filed in this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND ADJUDGES** that each of the Defendants jointly and severally pay to LV IV the sum of \$1,071,551.06.
3. **THIS COURT ORDERS AND ADJUDGES** that each of the Defendants jointly and severally pay to LV IV the sum of \$150,000 on account of punitive damages.
4. **THIS COURT ORDERS AND ADJUDGES** that each of the Defendants jointly and severally pay to LV IV pre-judgment interest from February 5, 2025 on the amount set out in paragraph 2 hereof in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, at the rate of 3.0 *per cent* per annum, fixed in the amount of \$25,100.72.
5. **THIS COURT ORDERS** that the Defendants shall provide LV IV with a full accounting of all funds paid to any of the Defendants or to other persons or entities by or on behalf of LV IV on or after February 5, 2025 (such funds being “**Funds**”), including, without limitation, from Parminder “Pam” Hundal and Parminder Hundal Law Professional Corporation. For the purposes

-3-

of this Order, a “full accounting” shall include without limitation: a complete summary of all such Funds paid by or on behalf of LV IV, where the Funds were transferred and to whom the funds were paid or transferred (each, a “**Recipient**”), and where such Funds were subsequently disbursed by each Recipient and for what purpose, with all backup, supporting documents and records, including but not limited to copies of any cheques, bank drafts, wire details, e-transfers, bank account details, invoices and any agreements, communications, telephone records, correspondence or documents of any kind in relation to any such deposit, withdrawal, payment or transfer otherwise, including from the Defendants’ accounts to other persons or entities.

6. **THIS COURT DECLARES** that LV IV is entitled to trace all Funds taken from it into the hands of the Defendants or other persons or entities, or any of them, and into the hands of any subsequent other person or entity.

7. **THIS COURT ORDERS** that, with respect to all Funds paid by LV IV or anyone acting on its behalf to the Defendants or to the benefit of the Defendants, or to any other person or entity without valid consideration and entitlement, LV IV is entitled to and has a constructive trust and equitable lien with respect to those Funds including any assets (whether real or personal property) obtained using those Funds, and that LV IV may register its equitable lien on title thereto.

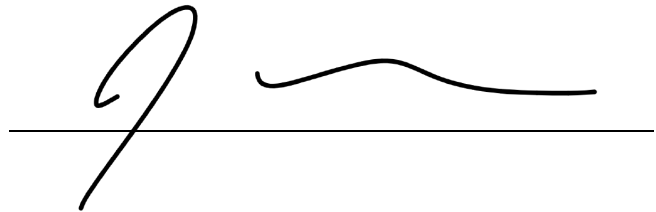
8. **THIS COURT FURTHER ORDERS** that the amount of approximately \$34,000 being held in trust by Blaney McMurtry LLP (“**Blaney**”) as detailed in the Wong Affidavit shall be forthwith paid by Blaney to LV IV in partial satisfaction of this judgment. Blaney is hereby authorized and directed to transfer such funds, and any interest earned thereon, to the Receiver of LV IV forthwith.

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9. **THIS COURT ORDERS** that paragraphs 1-4, 8-9, and 13-17 of the Order of Justice J. Dietrich dated August 7, 2025 (the “**August 7 Order**”), as amended and continued by the Order of Justice J. Dietrich dated August 15, 2025, which Orders are appended hereto as Schedule “A”, shall remain in effect as a *Mareva* in aid of execution until the Defendants have fully satisfied this judgment, provided, however, that paragraph 3 of the August 7 Order is hereby amended to reflect the amount of \$1,542,849.08 plus interest at the rate of 4% per annum commencing on the date of this Judgment.

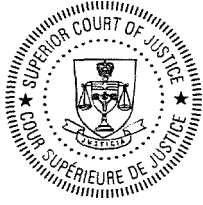
10. **THIS COURT ORDERS AND ADJUDGES** that each of the Defendants jointly and severally pay to LV IV the sum of \$296,197.30 on account of costs of these proceedings, including, without limitation, this motion and all prior interim and interlocutory steps, which sum is fixed on a substantial indemnity scale.

The Judgment herein bears interest at the rate of 4% per annum commencing on the date of this Judgment.

A handwritten signature and flourish are positioned above a horizontal line. The signature is a stylized, cursive letter 'J' that loops back down and to the left. To its right is a long, wavy horizontal flourish.

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**SCHEDULE "A"**  
*[See attached]*



Court File No.: CV-25-00748799-00CL

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

THE HONOURABLE )  
JUSTICE J. DIETRICH )  
FRIDAY, THE 15TH  
DAY OF AUGUST, 2025

BETWEEN:

**LONDON VALLEY IV INC.,  
by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.**

Plaintiff

and

**BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR  
also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR  
also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI  
AND ASSOCIATES**

Defendants

**ORDER**

**NOTICE**

If you, the Defendants, disobey this Order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least forty-eight (48) hours' notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this Order and does anything which helps or permits the Defendants to breach the terms of this Order may also be held to be

in contempt of court and may be imprisoned, fined or have their assets seized.

**THIS MOTION**, made by the Plaintiff, London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc., solely in its capacity as Receiver and Manager of certain property of London Valley IV Inc. and all proceeds thereof, and not in its personal capacity or in any other capacity (in such capacity, the “**Receiver**”), for, among other relief, an interlocutory Order continuing and extending the Order of Justice J. Dietrich issued August 7, 2025 which issued a *Mareva* injunction restraining the Defendants from dissipating their assets and which ordered other relief, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

**ON READING** the motion materials filed by the Plaintiff, including the Notice of Action, the Notice of Motion dated August 1, 2025, the Notice of Motion dated August 7, 2025, the Third Report of the Receiver dated August 1, 2025 and the Appendices thereto, the Supplement to the Third Report of the Receiver dated August 5, 2025 and the Appendix thereto, the Second Supplement to the Third Report of the Receiver dated August 13, 2025 and the Appendices thereto, the Factum of the Plaintiff and the Aide-Memoire of the Plaintiff dated August 14, 2025 (collectively, the “**Motion Materials**”), and on reviewing the Affidavit of Service of Neil Markowski sworn August 8, 2025, the Affidavit of Service of Lisa Maitman sworn August 8, 2025 and the Affidavit of Service of Calvin Horsten sworn August 13, 2025, and on hearing the submissions of counsel for the Plaintiff and the submissions of the Defendant, Behzad Pilehver, who appeared in person to request an adjournment of today’s hearing on behalf of the Defendants, no one appearing on behalf of any other Defendant despite service having been effected as set out in the Affidavits of Service filed,

### SERVICE

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

### EXTENSION OF ORDER

2. **THIS COURT ORDERS** that the Order of Justice J. Dietrich dated August 7, 2025, attached as Schedule "A", (the "**August 7 Order**"), is hereby extended until further Order of the motion judge who hears the Discharge Motion (as defined in paragraph 4 below).

3. **THIS COURT ORDERS** that the term "Bank", as defined in paragraphs 8 and 9 of the August 7 Order, shall be hereby amended such that the term "Bank" also includes all financial institutions and entities which have received funds from The Toronto-Dominion Bank account nos. 6177612, 5023332 or 6189920 on or after February 5, 2025 and have held such funds in any account or on credit on behalf of any of the Defendants.

4. **THIS COURT ORDERS** that the parties shall attend at a case conference at 11 a.m. on August 26, 2025 for the purpose of timetabling and scheduling the Defendants' motion, should they wish to bring it, to request that the within Order and the August 7 Order be varied or discharged (the "**Discharge Motion**") or any ancillary motion related to such Orders.

### COSTS

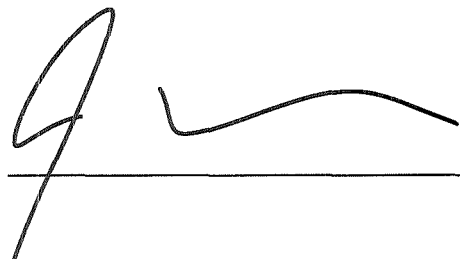
5. **THIS COURT ORDERS** that the costs of this motion and of the *ex parte* motion heard on August 7, 2025 shall be in the cause, or as otherwise determined by the motion judge who hears the Discharge Motion.

**GENERAL**

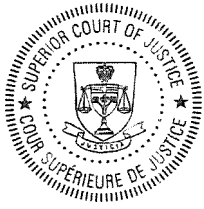
6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, or any other jurisdiction, to give effect to this Order and to assist the Plaintiff and its respective agents in carrying 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 Plaintiff, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Plaintiff in any foreign proceeding, or to assist the Plaintiff and its agents in carrying out the terms of this Order.

7. **THIS COURT ORDERS** that the Plaintiff is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of this Order and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders.

8. **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 without the need for entry or filing.

A handwritten signature in black ink, consisting of a large, stylized initial 'G' followed by a long, horizontal, wavy line. The signature is positioned above a solid horizontal line that spans the width of the signature.

## SCHEDULE “A”



Court File No.: CV-25-00748799-00CL

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

THE HONOURABLE ) THURSDAY, THE 7TH  
JUSTICE J. DIETRICH ) DAY OF AUGUST, 2025

BETWEEN:

**LONDON VALLEY IV INC.,  
by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.**

Plaintiff

and

**BEHZAD PILEHVER also known as BEN PILEHVER also known as BEHZAD PILEHVAR  
also known as BEN PILEHVAR, MAHTAB NALI also known as MAHTAB NALI PILEHVAR  
also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business as NALI  
AND ASSOCIATES**

Defendants

**ORDER**

**NOTICE**

If you, the Defendants, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least forty-eight (48) hours' notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendants to breach the terms of this Order may also be held to be

in contempt of court and may be imprisoned, fined or have their assets seized.

**THIS MOTION**, made without notice by the Plaintiff, London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc., solely in its capacity as Receiver and Manager of certain property of London Valley IV Inc. and all proceeds thereof, and not in its personal capacity or in any other capacity (in such capacity, the “**Receiver**”), for an interim Order in the form of a *Mareva* injunction restraining the Defendants from dissipating their assets and in the form of a *Norwich* Order compelling third parties to disclose information and documents relating to the assets and accounts of the Defendants, and for other relief, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

**ON READING** the materials filed by the Plaintiff, including the Notice of Action, the Notice of Motion, the Third Report of the Receiver dated August 1, 2025 and the Appendices thereto, the Supplement to the Third Report of the Receiver dated August 5, 2025 and the Appendix thereto, and the Factum of the Plaintiff, and on hearing the submissions of counsel for the Plaintiff,

***Mareva* Injunction**

1. **THIS COURT ORDERS** that the Defendants, and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Defendants, wherever situate, including but not limited to the accounts listed in Schedule “A” hereto;
- (b) instructing, requesting, counselling, demanding, or encouraging any other

person to do so; and

- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

2. **THIS COURT ORDERS** that paragraph 1 of this Order applies to all of the Defendants' assets whether or not they are in his, her or its own name and whether they are solely or jointly owned. For the purpose of this Order, the Defendants' assets include any asset which he, she or it has the power, directly or indirectly, to dispose of or deal with as if it were his, her or its own. The Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with any of the Defendants' direct or indirect instructions.

3. **THIS COURT ORDERS** that if the total value free of charges or other securities of the Defendants' assets exceeds \$1,071,551.06, the Defendants may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Defendants' assets remains above \$1,071,551.06.

#### **Ordinary Living Expenses**

4. **THIS COURT ORDERS** that the Defendants may apply for an order, on at least forty-eight (48) hours' notice to the Plaintiff, specifying the amount of funds and source thereof from which the Defendants seek to have access in order to spend on ordinary living expenses and legal advice and representation.

### Disclosure of Information

5. **THIS COURT ORDERS** that the Defendants each prepare and provide to the Plaintiff within seven (7) days of the date of service of this Order, with a sworn statement describing the nature, value, and location of the Defendants' respective assets worldwide, whether in the Defendants' own names or not and whether solely or jointly owned.

6. **THIS COURT ORDERS** that the Defendants each submit to examinations under oath within fifteen (15) days of the delivery by the Defendants of the aforementioned sworn statements.

7. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Defendants, they may be entitled to refuse to provide such information, but are recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 5 herein is contempt of court and may render the Defendants liable to be imprisoned, fined, or have their assets seized.

### Third Parties

8. **THIS COURT ORDERS** that The Toronto-Dominion Bank (the "**Bank**") forthwith freeze and prevent any removal or transfer of monies or assets of the Defendants held in any account or on credit on behalf of any of the Defendants, with the Bank, until further Order of the Court, including but not limited to the accounts listed in Schedule "A" hereto.

9. **THIS COURT ORDERS** that the Bank and any other person having notice of this Order forthwith disclose and deliver up to the Plaintiff any and all past, present and future records held by the Bank and such persons concerning the Defendants' assets and

accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Defendants worldwide.

**Alternative Payment of Security**

10. **THIS COURT ORDERS** that this Order will cease to have effect if the Defendants provide security by paying the sum of \$1,500,000.00 to the Receiver to be held in trust until further Order of the Court.

**Variation, Discharge or Extension of Order**

11. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to this Court at any time to vary or discharge this Order, on four (4) days' notice to the Plaintiff.

12. **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order within ten (10) days hereof, failing which this Order will terminate.

**General**

13. **THIS COURT ORDER** that the Plaintiff shall not be required to provide an undertaking to abide by any order concerning damages under Rule 40.03 of the *Rules of Civil Procedure*, R.R.O. 194.


14. **THIS COURT ORDERS** that the Plaintiff is hereby granted leave to register this Order against title to any real property in the name or names of the Defendants.

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, or any other jurisdiction, to give effect to this Order and to assist the

Plaintiff and its respective 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 Plaintiff, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Plaintiff in any foreign proceeding, or to assist the Plaintiff and its agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that the Plaintiff is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of this Order and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders.

17. **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 without the need for entry or filing.

A handwritten signature in black ink, consisting of a stylized initial 'J' followed by a horizontal line and a wavy flourish, positioned above a solid horizontal line.

**SCHEDULE "A"**

<b>BANK</b>	<b>ACCOUNT NO.</b>
The Toronto-Dominion Bank	1929-6177612
Unknown	1929-5023332

**LONDON VALLEY IV INC.**  
by its Court-Appointed Receiver and Manager,  
**KSV RESTRUCTURING INC.**

and

Court File No./N° du dossier du greffe : CV-25-00748799-00CL  
**BEHZAD PILEHVAR** also known as **BEN PILEHVAR** also known  
as **BEHZAD PILEHVAR** also known as **BEN PILEHVAR**, **MAHTAB**  
**NALI** also known as **MAHTAB NALI PILEHVAR** also known as  
**MAHTAB PILEHVAR** and **2621598 ONTARIO INC.** doing business  
**NALI AND ASSOCIATES**  
Defendants

Court File No.: CV-25-00748799-00CL

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

Proceedings commenced at TORONTO

**ORDER**

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

**Mark van Zandvoort (LSO No. 59120U)**

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Tel: (416) 863-1500

Lawyers for the Plaintiff

by its Court-Appointed Receiver and Manager,  
KSV RESTRUCTURING INC.

Plaintiff

and

Court File No./N° du dossier du greffe : CV-25-00748799-00CL  
BEHZAD PILEHVAR also known as BEN PILEHVAR, MAHTAB  
NALI also known as MAHTAB NALI PILEHVAR also known as  
MAHTAB PILEHVAR and 2621598 ONTARIO INC. doing business  
NALI AND ASSOCIATES  
Defendants

Court File No.: CV-25-00748799-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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Tel: (416) 863-1500

Lawyers for the Plaintiff

**LONDON VALLEY IV INC., by its Court-Appointed Receiver  
and Manager, KSV RESTRUCTURING INC.** - and -

**BEHZAD PILEHVER, et al.**

Plaintiff

Defendants

Court File No. CV-25-00748799-00CL

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

**Proceedings commenced at Toronto**

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**JUDGMENT**

---

**AIRD & BERLIS LLP**  
181 Bay Street, Suite 1800  
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**Mark van Zandvoort (LSO No. 59120U)**  
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Tel: (416) 863-1500

Lawyers for the Plaintiff

# APPENDIX 38



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**COUNSEL/ENDORSEMENT SLIP**

COURT FILE NO.: CV-25-00748799-00CL

DATE: November 17, 2025

NO. ON LIST: 2

TITLE OF PROCEEDING: LONDON VALLEY IV INC., BY ITS COURT-APPOINTED  
RECEIVER AND MANAGER, KSV RESTRUCTURING INC. v. PILEHVER et al

BEFORE: JUSTICE J. DIETRICH

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
Mark van Zandvoort Calvin Horsten	Counsel for the Plaintiff	<a href="mailto:mvanzandvoort@airdberlis.com">mvanzandvoort@airdberlis.com</a> <a href="mailto:chorsten@airdberlis.com">chorsten@airdberlis.com</a>

**For Defendant, Respondent, Responding Party:**

Name of Person Appearing	Name of Party	Contact Info
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**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Jordan Wong David Sieradzki	Receiver	<a href="mailto:jwong@ksvadvisory.com">jwong@ksvadvisory.com</a> <a href="mailto:dsieradzki@ksvadvisory.com">dsieradzki@ksvadvisory.com</a>

## ENDORSEMENT OF JUSTICE J. DIETRICH:

### **Introduction**

- [1] London Valley IV Inc. (“**LV IV**”) by KSV Restructuring Inc. (“**KSV**”) solely in its capacity as the Court-appointed receiver of LV IV, (the “**Receiver**”) seeks an order for default judgment against the Defendants, Behzad Pilehver, Mahtab Nali and 2621598 Ontario Inc. doing business as Nali and Associates (“**Nali and Associates**”).
- [2] None of the Defendants appeared today. As such, the matter proceeded on an unopposed basis.
- [3] Defined terms used but not otherwise defined herein have the meaning provided to them in the factum of the Receiver filed for use on this motion.

### **Background**

- [4] On August 7, 2025, I granted a Mareva injunction and Norwich Order (the "**August 7 Order**") against the Defendants as requested by the Receiver. Much of the background to this matter is set out in my accompanying endorsement of August 7, 2025. For ease of reference, I have repeated relevant background information here.

### The Receivership Proceedings and the Parties

- [5] On March 6, 2025, under Court File No. CV-25-00736577-00CL (the “**Receivership Proceedings**”), KSV was appointed as Receiver of the assets, undertakings and properties of, among others, LV IV, and the proceeds thereof, including with respect to the LV IV Property (as defined below) (the “**Appointment Order**”).
- [6] The Receivership Proceedings were commenced by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the “**Kobayashi Group**”).
- [7] The Kobayashi Group, other members of their family and numerous other investors (collectively, the “**Co-Owners**”) invested funds in certain land banking projects to finance the acquisition of real estate (the “**Land Banking Enterprise**”). Various companies (some of which are defined in the Appointment Order as the “**Nominee Respondents**”), including LV IV, were formed to hold title to various pieces of real estate in Ontario as nominees and bare trustees for the Co-Owners.
- [8] As part of the Receiver’s powers under the Appointment Order, it was authorized to trace and follow the proceeds of any real property previously owned by any of the Nominee Respondents that was sold, transferred, assigned or conveyed on or after October 31, 2024, including in respect of the LV IV Property.
- [9] LV IV is an Ontario corporation, and owned the property municipally known as 6211 Colonel Talbot Road, London, Ontario (the “**LV IV Property**”) until the property was sold and transferred to a third-party purchaser for consideration of \$2 million on February 5, 2025.

- [10] At the time of the Receiver's appointment, Mr. Pilehver was and remains a director and officer of certain Nominee Respondents in the Land Banking Enterprise, including LV IV of which he is the sole director and President.
- [11] Ms. Nali is believed to be Mr. Pilehver's wife, although this has not been confirmed by the Receiver.
- [12] Nali and Associates is a business name registered by 2621598 Ontario Inc. (an Ontario Corporation). Ms. Nali is the President and sole director of Nali and Associates. In corporate filings, both Ms. Nali and Mr. Pilehver list their address for service as 48 Chelford Road, North York, Ontario.

#### The LV IV Property

- [13] The Kobayashi Group invested the aggregate amount of \$3.7 million to acquire an approximately 72% undivided beneficial interest in the LV IV Property. This interest was acquired pursuant to four sale agreements among the applicable member of the Kobayashi Group, as purchaser, LV IV, as nominee, and TSI-LV IV International Canada Inc., as vendor. Each of these sale agreements includes certain co-owner agreements, which require that, amongst other things, net income from the property be paid to Co-Owners and that Co-Owners holding at least 51% of the interests in the property approve any sale.
- [14] On October 31, 2024, the Honourable Justice MacNeil issued an Order (the "**October 31, 2024 Injunction Order**") in the proceedings under Court File No. CV-24-00087580-0000 (the "**Hamilton Proceedings**") which at paragraph 5 of the Order provided that all persons with notice of the order were restrained from selling, removing, dissipating alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of certain companies. The Receiver's reading of this Order is that the companies referenced included LV IV and therefore the restriction applied to the LV IV Property. Although the defined terms in the October 31, 2024 Injunction Order are not straightforward, it appears on the evidence that all parties understood that the LV IV Property was subject to the Order and that formed part of the basis set out in the Receivership Proceedings.
- [15] Mr. Pilehver was aware of the October 31, 2024 Injunction Order as he attached it to an affidavit he swore in the Hamilton Proceedings on January 20, 2025 (prior to the transfer of the LVI IV Property on February 5, 2025).
- [16] The sale of the LV IV Property on February 5, 2025 was completed without the Kobayashi Group's knowledge or consent. Further, the Kobayashi Group have not received any net income or other proceeds in connection with the LV IV Property.

#### Sale of LV IV Property and Alleged Misappropriation of Funds

- [17] The LV IV Property was sold without compliance with the co-owners agreement. Accepting the Receiver's interpretation of the October 31, 2024 Injunction Order, the LV IV Property was also sold in contravention of that Order and in the face of the pending Receivership Proceeding of which Mr. Pilehver was aware.

- [18] Based on the terms of the Appointment Order the Receiver was provided with information that on February 5, 2025, the proceeds from the sale of the LV IV Property were deposited into the trust account (the “**Hundal Account**”) for the lawyer, Parminder Hundal (“**Hundal**”), who acted for LV IV on the sale transaction were subsequently disbursed by Hundal, at Mr. Pilehver’s direction, to the following persons and entities who appear to have no connection to LV IV or the LV IV Property:
- (a) on February 7, 2025, a payment was made from the Hundal Account to Ms. Nali in the amount of \$817,859.49, which payment was made by cheque and deposited into a bank account in Ms. Nali's name;
  - (b) on February 18, 2025, a further \$80,800 was paid by cheque from the Hundal Account to Nali and Associates;
  - (c) on February 12, 2025, \$5,000 was wired by Hundal to Bally Hundal/Hundal Law Firm;
  - (d) on February 14, 2025, \$30,000 was wired by Hundal to “Unik Credit mgmt in trust” which again appears to have no connection to LV IV or the LV IV Property;
  - (e) payments totalling \$103,040.42 were paid to Hundal’s law firm on February 10, 12, 20 and March 5, 2025 in purported satisfaction of accounts rendered, of which at least \$94,000 appears to have no connection to LV IV or the LV IV Property; and
  - (f) on March 5, 2025, one day prior to the Appointment Order, \$34,000 was wired by Hundal to a third law firm, Blaney McMurtry LLP. On March 21, 2025, Blaney McMurtry LLP (“**Blaney**”) advised the service list in the Receivership Proceedings that it had been retained by Mr. Pilehver in his personal capacity, as well as certain entities related to Mr. Pilehver.

- [19] In my August 7 Endorsement, I found that by orchestrating a sale of the LV IV Property without proper authorization and then improperly transferring the proceeds to benefit the Defendants, the Receiver had established: (i) a strong *prima facie* case that Mr. Pilehver had breached his fiduciary duty to LV IV; and (ii) the mere fact that Ms. Nali and Nali and Associates obtained the sale proceeds belonging to LV IV without permission, and without any legal entitlement, amounts to a strong *prima facie* case of conversion.

Events since the August 7 Order

- [20] This action was originally commenced by the Receiver, on behalf of LV IV, by issuance of a Notice of Action on August 5, 2025 (the “**Notice of Action**”). After the August 7 Order relief was obtained, a Statement of Claim was filed with the Court on September 3, 2025 (the “**Statement of Claim**”).
- [21] Ms. Nali and Nali and Associates were served with the Statement of Claim and Notice of Action on September 9, 2025 by personal service. Both of these Defendants failed to serve a Statement of Defence, failed to comply with the August 7 Order (including as later extended) by not delivering sworn statements of assets, and have failed to attend any of the case conferences scheduled in this proceeding or otherwise participate in these proceedings. As a result, Ms. Nali and Nali and Associates were each noted in default on October 2, 2025.
- [22] Mr. Pilehver was served with the Statement of Claim and Notice of Action on September 3, 2025 by service on Pilehver’s counsel of record at that time, Henein Hutchison Robitaille LLP (“**HHR**”).

- [23] On September 23, 2025, Mr. Pilehver, HHR and the Receiver and its counsel attended a case conference in this matter before me. At this case conference, HHR advised that it would be seeking to withdraw as lawyers of record. Mr. Pilehver attend this case conference and advised that he was in the process of retaining new counsel and hoped to have that completed the following week, being the week ending October 3, 2025. Prior to that case conference, Mr. Pilehver had delivered an incomplete sworn statement on September 16, 2025 in partial compliance with the August 7 Order, but failed to attend for examination given his request to delay the examination pending his change of counsel, which change never materialized.
- [24] On October 14, 2025, Mr. Pilehver, HHR and the Receiver and its counsel attended a further case conference before me. Mr. Pilehver had not yet retained new counsel. Mr. Pilehver again advised the Court that he was in the process of retaining new counsel and that he expected to file a Statement of Defence by the end of October 2025. At that case conference a motion by HHR for removal from the record was scheduled for November 3, 2025 as well this motion for default judgment was scheduled.
- [25] On November 3, 2025, HHR obtained an removing itself as lawyers of record for Mr. Pilehver. Mr. Pilehver did not attend that hearing. Mr. Pilehver was noted in default on November 3, 2025.
- [26] The Receiver served its motion materials for today's motion on November 5, 2025 by: (i) emailing them to Mr. Pilehver; (ii) sending them by same-day courier to Mr. Pilehver at his two last known addresses; and (iii) sending them by same day courier to Ms. Nali and Nali and Associates at their last two know addresses.
- [27] No response has been received and as noted above, none of the Defendants appeared today.

#### Blaney McMurtry LLP

- [28] As noted above approximately \$34,000 was transferred by Hundal, at Mr. Pilehver's direction, to Blaney. On November 14, 2025, the Receiver's counsel exchanged emails with Tim Dunn, a partner at Blaney advising that the draft order sought today would require Blaney to transfer that amount to the Receiver in partial satisfaction of the Judgment. Blaney did not appear today or oppose the order sought.

#### **Issues**

- [29] The issues to be determined are
- (a) whether LV IV is entitled default judgment against the Defendants;
  - (b) whether the August 7 Order should remain in effect as a Mareva in aide of execution until the Defendants have fully satisfied the judgment; and
  - (c) whether a declaration should be issued that the judgment against the Defendants, is a debt or liability that survives any past, present or future assignment in bankruptcy pursuant to s. 178(1)(d) or (e) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3 (the "BIA")?

## Analysis

- [30] Pursuant to Rule 19.02 of the *Rules of Civil Procedure* R.R.O. 1990, Reg 194 (the "**Rules**"), having not defended the proceeding, a defendant is deemed to admit the truth of all allegations of fact made in the Statement of Claim. However, pursuant to Rule 19.06 a plaintiff is not entitled to judgment on a motion for judgment or at a trial merely because the facts alleged in the statement of claim are deemed to be admitted, unless the facts entitle the plaintiff to judgment.
- [31] Rule 19.05 provides that a motion for judgment which involves unliquidated damages shall be supported by evidence given by affidavit. In this case, the Receiver has filed an affidavit of Jordan Wong sworn November 5, 2025 in support of the motion for default judgement.
- [32] The test on a motion for default judgement was set out in *Elekta Ltd. v. Rodkin*, 2012 CarswellOnt 2928 (ONSC) as follows: A. What deemed admissions of fact flow from the facts pleaded in the Statement of Claim? B. Do those deemed admissions of fact entitle the plaintiff, as a matter of law, to judgement on the claim? C. If they do not, has the plaintiff adduced admissible evidence which, when combined with the deemed admissions, entitle it to judgement on the pleaded claim?
- [33] With respect to the claim of civil fraud against Mr. Pilehver, LVI IV must satisfy the following test: (a) a false representation of fact by the defendant to the plaintiff; (b) knowledge that the representation was false, absence of belief in its truth, or recklessness as to its truth; an intention the plaintiff act in reliance on the representation; (d) the plaintiff acted on the representation; and (e) the plaintiff suffered a loss in doing so: see *Paulus v. Fleury*, 2018 ONCA 1072 at paras 8-9. For this purpose, the knowledge of Mr. Pilehver, as the directing mind of LV IV, is not imputed to LV IV see *Aquino v. Bondfield Construction Co.*, 2024 SCC 31 at para 81.
- [34] I am satisfied that LV IV has established liability of Mr. Pilehver for civil fraud based upon the following deemed admissions in the Statement of Claim as Mr. Pilehver:
- (a) falsely and knowingly represented to LV IV that the Co-Owners of LV IV had consented to the sale of the LV IV Property and/or that the Plaintiff was entitled to sell the LV IV Property and to distribute the proceeds as directed by Mr. Pilehver;
  - (b) in reliance on Mr. Pilehver's representations, LV IV followed his direction in causing prohibited payments of the sale proceeds to be made by LV IV: (i) to related, non-arm's length parties, for which no goods or services, or no good or service or any material value, was provided to LV IV; and (ii) to other entities for the improper benefits for himself and the other Defendants; and
  - (c) knowingly received, retained and used these funds which rightfully belonged to LV IV, and as a direct result of which LV IV suffered a loss.

- [35] With respect to the claim of breach of fiduciary duty of Mr. Pilehver, LV IV must establish both proof of the duty and breach of the duty: see *Hodgkinson v Simms*, [1994] 3 SCR 377. I am satisfied that LV IV has established liability of Mr. Pilehver for breach of fiduciary duty based upon the following deemed admissions in the Statement of Claim as Mr. Pilehver:
- (a) owed a fiduciary duty to LV IV as the sole director of LV IV; and
  - (b) by engaging in the improper transfer of funds – misappropriating company funds to benefit the Defendants – Mr. Pilehver breached that fiduciary duty.
- [36] With respect to the claim for knowing assistance as against Ms. Nali and Nali and Associates, as set out in *DBDC Spadina Ltd. v. Walton*, 2018 ONCA 60 at para 80, "A stranger to a trust or fiduciary obligation may also be liable in equity on the basis of "knowing assistance" where the stranger, with actual knowledge, participates in or assists a defaulting trustee or fiduciary in a fraudulent and dishonest scheme". I am satisfied that LV VI has established knowing assistance of Ms. Nali and Nali & Associates based on the deemed admissions in the Statement of Claim that Ms. Nali had actual knowledge that Ms. Pilehver controlled LV IV and, as such, was in a fiduciary relationship to LV IV, and that he breached that relationship, including by directing that certain of the LV IV Property sale proceeds be paid to Ms. Nali and Nali and Associates.
- [37] Furthermore, the Defendants are deemed to have admitted that they participated in, authorized and/or acquiesced to the transfer or misappropriation of the sale proceeds and knew that such conduct was in breach of LV IV's obligations, which amounts to knowing assistance.
- [38] With respect to the claim of conversion against Mr. Pilehver, Ms. Nali and Nali and Associates, LV IV must establish a wrongful interference with the goods of another, such as taking, using or destroying the goods in a manner inconsistent with the owner's right to possession - the tort is one of strict liability, and accordingly, it is no defence that the wrongful act was committed in all innocence: see *Boma Manufacturing Ltd. v Canadian Imperial Bank of Commerce*, [1996] 3 SCR 727 at paras 31-32. I am satisfied that LV IV has established liability of each of the defendant for the tort of conversion based upon the deemed admissions in the Statement of Claim that each of the Defendants obtained funds belonging to LV IV (and, by virtue, its Co-Owners) without permission, and without any legal entitlement.
- [39] LV IV also seeks a declaration that it is entitled to a constructive trust and equitable lien over the misappropriated funds, and an order for equitable tracing. As set out in *Soulos v Korkontzilas*, [1997] 2 SCR 217 at 43, constructive trusts are recognized both for wrongful acts like fraud and breach of duty of loyalty, as well as to remedy unjust enrichment and corresponding deprivation. Given the finding of fraud and breach of fiduciary duty on the part of Mr. Pilehver and the deemed admissions in the Statement of Claim which support a finding of unjust enrichment as against all of the Defendants including Ms. Nali and Nali and Associates, I am satisfied that an order finding a constructive trust is appropriate in the circumstances. Further, the circumstances also support an equitable lien see: *Caroti v. Vuletic*, 2024 ONSC 6776 at para 107.
- [40] As for damages, along with repayment of the funds, LV IV seeks punitive damages in the amount of \$250,000. A court may award punitive damages on a motion for a default judgment: see *Bank of Montreal v. 1886758 Ontario Inc.*, 2022 ONSC 4642 [*BMO v 188*] at para 34.

- [41] In *Whiten v. Pilot Insurance Co.*, 2002 SCC 18. the Supreme Court of Canada held that the purposes of punitive damages were retribution, denunciation, and deterrence. As set out in *BMO v 188* at para 36, an assessment of punitive damages requires an appreciation of: (a) the degree of misconduct; (b) the amount of harm caused; (c) the availability of other remedies; (d) the quantification of compensatory damages; and (e) the adequacy of compensatory damages to achieve the objectives or retribution, deterrence, and denunciation. These factors ensure that punitive damages are rational and to ensure that the amount of punitive damages is not greater than necessary to accomplish their purposes.
- [42] In the circumstances of this case, I am satisfied that the purposes of retribution, denunciation, and deterrence would be well served by an award of punitive damages. The facts that are deemed to be admitted show that this was an organized fraud and the Defendants took advantage of funds which were held in trust for investors. The evidence from Mr. Wong is that those investors were overseas and many of which do not speak English. I, therefore, award \$150,000 in punitive damages.
- [43] LV IV seeks the continuation of the Mareva relief previously granted in this matter on an enduring basis until the judgment sought has been fully satisfied. As set out in *Coast to Coast Against Cancer v. Sokolowski*, 2016 ONSC 170 [Coast to Coast] at para 6 the test for a “Mareva in aid of execution” is the same as the ordinary test for a Mareva injunction. I am satisfied that there have been no substantive changes in the evidence before me that would warrant a modification of the existing Mareva since I originally granted a Mareva injunction in my August 7 Order.
- [44] LV IV also seeks declaratory relief under s. 178(1)(d) and (e) of the BIA, LV IV that the Defendants’ debt and liability results from obtaining property by false pretences or by fraud and therefore survives any past, present or future assignment in bankruptcy. I decline to make such declarations. In this respect, I agree with and adopt the reasoning of the court in *Royal Bank of Canada v. Elsioufi*, 2016 ONSC 5257, at para. 7, wherein Dunphy J. declined to make an advance declaration under s. 178(1)(e) on the basis that the court lacked “jurisdiction to make such a hypothetical declaration before the issue actually arises”. My decision in this regard is without prejudice the LV IV seeking similar relief should a bankruptcy occur.

### **Disposition**

- [45] For the reasons set out above, I am satisfied that LV IV is entitled default judgment against the Defendants as sought including the amount of \$150,000 as punitive damages. As well, I am satisfied that the August 7 Order should remain in effect as a Mareva in aide of execution until the Defendants have fully satisfied the judgment. However, I decline to grant the requested declarations that the judgment against the Defendants, is a debt or liability that survives any past, present or future assignment in bankruptcy pursuant to s. 178(1)(d) or (e) of the BIA, as such request is hypothetical at this time.
- [46] As to costs, LV IV seeks an award of costs on a full indemnity basis, or in the alternative, a substantial indemnity basis. Courts have consistently held that fraud amounts to reprehensible conduct which merits an award of substantial indemnity costs and only in very narrow circumstances full indemnity costs: see *Net Connect Installation Inc. v. Mobile Zone Inc.*, 2017 ONCA 766 at para 8. I am satisfied that in this circumstances an award of costs on a substantial indemnity scale is appropriate. I have reviewed the rates and time charged which I find fair and reasonable. I also find that such costs were within the reasonable contemplation of the Defendants. Accordingly, I order costs payable to LV IV in the amount of \$296,197.30.

[47] Order to go in the form signed by me this day.

A handwritten signature in blue ink, consisting of a stylized initial 'J' followed by a horizontal line.

Date: November 17, 2025

---

Jane O. Dietrich

# APPENDIX 39

**Properties**

PIN 25022 - 0014 LT Interest/Estate Fee Simple  
Description PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614  
HALTON HILLS/ESQUESING  
Address HALTON HILLS

**Consideration**

Consideration \$13,000,000.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

Name HALTON PARK INC.  
Address for Service 77 City Centre, #602  
Mississauga, ON, L5B 1M5  
I, RANDY HOFFNER, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

**Transferee(s) Capacity Share**

Name MILTON 525 HOLDING INC.  
Address for Service 4 Abacus Road, Unit 3, Brampton, Ontario L6T 5J6

**Statements**

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

**Signed By**

Robert Murdoch Forbes 3455 Harvester Rd. Unit 2 acting for Signed 2019 11 04  
Burlington Transferor(s)  
L7N 3P2

Tel 905-333-1622  
Fax 905-333-1624

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Joshua Ian Sera 2200-4950 Yonge St. acting for Signed 2019 11 15  
Toronto Transferee(s)  
M2N 6K1

Tel 416-222-7668  
Fax 416-238-7086

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

**Submitted By**

SERA ASSOCIATES 2200-4950 Yonge St. 2019 11 15  
Toronto  
M2N 6K1

Tel 416-222-7668  
Fax 416-238-7086

The applicant(s) hereby applies to the Land Registrar.

**Fees/Taxes/Payment**

Statutory Registration Fee	\$65.05
Provincial Land Transfer Tax	\$256,475.00
Total Paid	\$256,540.05

**File Number**

Transferor Client File Number :	F8215
Transferee Client File Number :	9931



# APPENDIX 40

**Properties**

*PIN* 25022 - 0014 LT *Interest/Estate* Fee Simple  
*Description* PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614  
 HALTON HILLS/ESQUESING  
*Address* HALTON HILLS

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* MILTON 525 HOLDING INC.  
*Address for Service* 4 Abacus Road, Unit 3, Brampton, ON  
 L6T 5J6

I, Rajan Jhamb, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

*Name* HALTON PARK INC.  
*Address for Service* 77 City Centre, #602  
 Mississauga, ON, L5B 1M5

**Provisions**

*Principal* \$7,800,000.00 *Currency* CDN  
*Calculation Period* semi-annually, not in advance  
*Balance Due Date* 2024/11/04  
*Interest Rate* 5.0%  
*Payments* \$32,500.00  
*Interest Adjustment Date* 2019 11 04  
*Payment Date* 4th day of each month  
*First Payment Date* 2019 12 04  
*Last Payment Date* 2024 11 04  
*Standard Charge Terms* 200033  
*Insurance Amount* Full insurable value  
*Guarantor*

**Additional Provisions**

PROVIDED that the Chargor, when not in default hereunder, shall have the privilege of prepaying all or part of the principal sum outstanding, each payment to be a minimum of \$100,000.00, at any time or times without notice or bonus.

Payments are interest only n the amount outstanding from time to time notwithstanding the provision "payments to be \$32,500.00.

A default by Chargor under any other mortgage by Chargor to Chargee shall be a default under this Mortgage.

**Signed By**

Robert Murdoch Forbes 3455 Harvester Rd. Unit 2 acting for Signed 2019 11 04  
 Burlington Chargor(s)  
 L7N 3P2

Tel 905-333-1622

Fax 905-333-1624

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

Forbes Law Office 3455 Harvester Rd. Unit 2 2019 11 15  
 Burlington  
 L7N 3P2

Tel 905-333-1622

Fax 905-333-1624

**Fees/Taxes/Payment**

Statutory Registration Fee	\$65.05
Total Paid	\$65.05

**File Number**

Chargor Client File Number :	9931
Chargee Client File Number :	F8215

# APPENDIX 41

Halton Park Inc.

## ASSIGNMENT AGREEMENT

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This Assignment Agreement is entered into as of the day of April 23, 2024

**By and Between:**

**Assignor:** Halton Park Inc.. ("HPI") , located at 77 City Centre #602 Mississauga, ON, L5B 1M5

**And**

**Assignee:** First Global Financial Corp. ("FGF") , located at 3700 Steeles Avenue West, Suite 600, Vaughn, Ontario, L4L 8K8.

The Assignor and the Assignee are each referred to herein as a "**Party**" and collectively as the "**Parties**".

**WHEREAS** the Assignor is the holder of receivables totaling \$7,800,000.00 registered as charge HR1665994 over the property described as PT LTS 7&8, CON 3 ESQ, AS IN 335221, EXCEPT 574487 & 679752; S/T EW15614 HALTON HILLS/ESQUESING ("the "Property");

**AND WHEREAS** the Assignee is the owner of the property located at 11720 Highway 27, Vaughn, Ontario ("Highway 27");

**AND WHEREAS** Assignor wishes to assign, and the Assignee wishes to take assignment of, charge HR1665994 in the amount of \$7,800,000.00 in exchange for an Amendment of the charge YR3666111 over Highway 27 to in the amount of \$45,000,000.00 to \$52,800,000.00;

**NOW THEREFORE** for good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree to the following:

1. **THE ASSIGNMENT.** The Parties agree that under this Agreement, the Assignor shall irrevocably assign, convey, grant and transfer all their rights, title and interest in the following to the Assignee:
  - a. The charge registered as HR1665994 in favour of HPI and as against Milton 525 Holding Inc. in the amount of \$7,800,000.00 over the Property (the "**Charge**").

Parties shall take such steps as are necessary to complete the assignment of the Receivables, including but not limited to executing the Acknowledgement and Direction's attached hereto as **Appendix A**.

After the Effective Date, Assignor agrees to make no further use of the Assignment or any confusingly similar assignment in the Province of Ontario and anywhere in the world, except as may be expressly authorized by the Parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Assignment.

**2. CONSIDERATION.** In consideration of the herein assignment of the Charge, the Parties shall amend the charge YR3666111 over the property owned by the Assignee known as Highway 27 in the amount of \$45,000,000 to \$52,800,000.00. For the purpose of the increase in the charge against Highway 27, the parties hereto irrevocably agree and confirm that Halton Park Inc. shall be considered, *inter alia*, an additional joint account holder of the charge having instrument no. YR3666111 notwithstanding it is not legally registered as a chargee under the charge.

**3. ASSUMPTION AND LIABILITIES.** Assignor hereby assigns and Assignee hereby agrees to assume, pay, perform, defend and discharge, all duties, obligations, liabilities and debts of every kind, character or description whatsoever with respect to, arising out of or in any way related to the assignment, including, but not limited to all liabilities under the agreements included therein, whether known or unknown, accrued, absolute, contingent or otherwise arising as of and after the date hereof.

**4. PARTIES' REPRESENTATIONS.** The Parties hereto hereby represents and warrants that as of the date hereof: (a) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all such actions have been duly and validly authorized by all necessary proceedings, subject to providing the required notices; (b) the Assignor has title and interest to and in the Receivables assigned and is conveying the Receivables "as is" to the Assignor subject to the existing terms of security underlying the Receivables; (c) this Agreement has been duly authorized, executed and delivered by it, and constitutes a legal, valid and binding agreement of it, subject to the provision of the required notices; and (d) the Parties have had the opportunity to seek independent legal counsel prior to signing this Agreement and have either done so or have voluntarily waived their right to do so.

**5. SEVERABILITY.** In the event any provision or part of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

**6. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the Province of Ontario for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each Party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

**7. DISPUTE RESOLUTION.** Any dispute arising from this Agreement shall be resolved through

binding arbitration conducted in accordance with the rules of the Canadian Arbitration Association.

**8. INDEMNIFICATION.** The Assignor and Assignee agree to indemnify and hold harmless the other from any claim, damage, liability, loss, expense, (collectively, a Claim) arising out their failure to perform the obligations set forth in this Agreement.

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

**10. MODIFICATION AND WAIVER.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

**11. SUCCESSORS AND ASSIGNS.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first written above.

DocuSigned by:  
*Randy Hoffner*  
2A5578C472D14EA...  
\_\_\_\_\_  
**Assignor Signature**

Halton Hills  
\_\_\_\_\_  
**Assignor**

DocuSigned by:  
*Elena Salvatore*  
2D87AEFA8FAE464...  
\_\_\_\_\_  
**Assignee Signature**

First Global Financial Corp.  
\_\_\_\_\_  
**Assignee**  
Per: Elena Salvatore  
Title: Director

**APPENDIX A**  
**ACKNOWLEDGMENT AND DIRECTIONS**



# APPENDIX 42

**Properties**

*PIN* 25022 - 0014 LT  
*Description* PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614  
 HALTON HILLS/ESQUESING  
*Address* HALTON HILLS

**Source Instruments**

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
HR1665994	2019 11 15	Charge/Mortgage

**Transferor(s)**

This transfer of charge affects all lands that the charge is against which are outstanding.

*Name* HALTON PARK INC.  
*Address for Service* 77 City Centre, #602  
 Mississauga, Ontario  
 L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Transferee(s)***Capacity**Share*

*Name* FIRST GLOBAL FINANCIAL CORP.  
*Address for Service* 3700 Steeles Avenue West, Suite 600, Vaughn, Ontario, L4L  
 8K8.

**Statements**

The chargee transfers the selected charge for \$2.00 and other good and vaulable consideration.

This document relates to registration number(s)HR1665994

**Signed By**

Ashlinder Brar	6980 Maritz Drive, Unit 9 Mississauga L5W 1Z3	acting for Transferor(s)	Signed	2024 04 26
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Tel 647-477-0330

Fax 647-477-0329

I have the authority to sign and register the document on behalf of all parties to the document.

Ashlinder Brar	6980 Maritz Drive, Unit 9 Mississauga L5W 1Z3	acting for Transferee(s)	Signed	2024 04 26
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Tel 647-477-0330

Fax 647-477-0329

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

Brar Tamber Law Professional Corporation	6980 Maritz Drive, Unit 9 Mississauga L5W 1Z3	2024 04 26
--	---	------------

Tel 647-477-0330

Fax 647-477-0329

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.95
<i>Total Paid</i>	\$69.95

# APPENDIX 43

**Properties**

PIN 03349 - 0125 LT Interest/Estate Fee Simple  
 Description PT LT 32 CON 9 VAUGHAN PT 1 65R18567 ;; CITY OF VAUGHAN  
 Address 11720 HIGHWAY 27  
 VAUGHAN

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name FIRST GLOBAL FINANCIAL CORP.  
 Address for Service 11720 Highway 27,  
 Vaughn, Ontario L0J 1C0

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>	<b>Capacity</b>	<b>Share</b>
-------------------	-----------------	--------------

Name	FORT ERIE HILLS INC.	Joint Account
Address for Service	77 City Centre Drive #602, Mississauga, ON L5B 1M5	

Name	BRIDLE PARK INC.	Joint Account
Address for Service	77 City Centre Drive #602, Mississauga, ON L5B 1M5	

Name	BRIDLE PARK II INC.	Joint Account
Address for Service	77 City Centre Drive #602, Mississauga, ON L5B 1M5	

Name	CLEARVIEW GARDEN ESTATES INC.	Joint Account
Address for Service	77 City Centre Drive #602, Mississauga, ON L5B 1M5	

Name	CLEARVIEW PARK INC.	Joint Account
Address for Service	77 City Centre Drive #602, Mississauga, ON L5B 1M5	

**Statements**

Schedule: See Schedules

The text added or imported if any, is legible and relates to the parties in this document.

**Provisions**

Principal	\$45,000,000.00	Currency	CDN
Calculation Period			
Balance Due Date	2028/03/12		
Interest Rate			
Payments			
Interest Adjustment Date			
Payment Date	See Additional Provisions and Schedule		
First Payment Date			
Last Payment Date	2028 03 12		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Vincent Salvatore		

**Additional Provisions**

- a. Mortgage shall be for a four (4) year term;
- b. Mortgage shall be interest free unless default occurs under this mortgage at which time interest shall be charged at 26.82% per annum from the date of default;
- c. Minimum repayment of \$2,000,000 to be completed within 90 days of Closing Date (on or before 2024/June/12) payable to SimpsonWigle LAW LLP, in trust;
- d. Minimum repayment of \$8,000,000 to be completed on or before 2026/April/12 payable to SimpsonWigle LAW LLP, in trust, with the

The applicant(s) hereby applies to the Land Registrar.

**Additional Provisions**

balance payable on or before the Balance Due Date, payable to SimpsonWigle LAW LLP, in trust.

**Signed By**

Gokcin Nalsok	1 Hunter St. E., Suite 200 Hamilton L8N 3W1	acting for Chargor(s)	Signed	2024 04 12
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Tel 905-528-8411

Fax 905-528-9008

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

SIMPSON WIGLE LAW LLP	1 Hunter St. E., Suite 200 Hamilton L8N 3W1	2024 04 12
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Tel 905-528-8411

Fax 905-528-9008

**Fees/Taxes/Payment**

Statutory Registration Fee	\$69.95
Total Paid	\$69.95

**File Number**

Chargee Client File Number : MAT84909

## SCHEDULE

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between FIRST GLOBAL FINANCIAL CORP. (the "Chargor") and FORT ERIE HILLS INC., BRIDLE PARK INC., BRIDLE PARK II INC., CLEARVIEW GARDEN ESTATES INC. AND CLEARVIEW PARK INC. (the "Chargee")

ADDITIONAL PROVISIONS

NOTWITHSTANDING anything to the contrary contained in the Standard Charge Terms (and in the event of any contradiction, the following provisions shall prevail), the Chargor covenants and agrees with the Chargee as follows:

## FEES AND COSTS

All expenses, fees, charges or payments incurred, expended or paid by the Chargee, acting reasonably and without duplication, (whether with the knowledge, consent, concurrence or acquiescence of the Chargor or otherwise) with respect to the following matters:

- a) all reasonable solicitors', inspectors', valuator's and surveyors' fees and expenses for drawing and registering this Charge and for examining the Charged Lands and the title thereto, and for making or maintaining this Charge a good and valid charge and mortgage;
- b) all sums which the Chargee may advance for insurance premiums, taxes, or rates;
- c) any unpaid amount due to the Chargee for any arrangement, standby, and any other administrative fee;
- d) all sums which the Chargee may expend in payment of prior liens, charges, encumbrances or claims charged or to be charged against the Charged Lands or on this Charge or against the Chargee in respect of this Charge;
- e) all sums which the Chargee may expend in maintaining, repairing, restoring or completing the construction on the Charged Lands pursuant to the terms of this Charge;
- f) the cost of inspecting, leasing, managing or improving the Charged Lands, including the price or value of any goods of any sort or description supplied for use on the Charged Lands pursuant to the terms of this Charge;
- g) all sums paid to a receiver of the Charged Lands;
- h) the cost of exercising or enforcing or attempting to exercise or enforce any right, power, remedy or purpose hereunder provided or implied, and including an allowance for the time, work and expenses of the Chargee or any agent or employee of the Chargee, for any purpose provided for herein; and
- i) the Chargee's reasonable solicitors' costs as between solicitor and his own client incurred or paid by the Chargee as a result of any event of default under this Charge, or of endeavouring to collect (with or without suit) any money payable hereunder, or of taking, recovering or keeping possession of the Charged Lands, and generally in any other proceedings, matter or thing taken or done to protect or realize this security or any other security for payment of the mortgage indebtedness;

together with interest thereon, at the interest rate charged hereunder, shall be added to the indebtedness, shall be repaid by the Chargor to the Chargee forthwith, and until repaid shall be a charge upon the Charged Lands and the Chargee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an event of default which is continuing.

## PRIVACY PROVISIONS

- (a) The Chargor hereby irrevocably consents to the Chargee releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the charged lands or the within mortgage loan including, without limitation, details of the mortgage loan balance, the terms of this mortgage loan, defaults hereunder (existing or prior) and like matters.
- (b) The Chargor hereby confirms and agrees that the release and disclosure of any such information by the Chargee constitutes the release and disclosure of such information with

the full knowledge and consent of the Chargor within the meaning of the *Personal Information Protection and Electronic Documentation Act* (Canada), as amended.

- (c) The Chargor hereby releases the Chargee from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by the Chargee, and (ii) any breach of the provisions of any applicable laws, including the *Personal Information Protection and Electronic Documentation Act* (Canada), as amended, provided that the Chargee has acted in accordance with the consent and direction received from the Chargor.

**CROSS DEFAULT**

The occurrence of an event of default under the provisions of this Charge shall constitute default under any other charge or security document between the Chargor or the Guarantor and the Chargee (collectively, the "Security Documents") and default, beyond any applicable cure or notice periods, under any of the other Security Documents shall constitute an event of default under the provisions of this Charge. The Chargee may, upon and during the continuance of an event of default under the provisions of this Charge or a default under the other Security Documents, pursue its remedies separately under any of the Security Documents, including without limitation, this Charge, or jointly all together, or jointly one with any one or more of the Security Documents, without any of the rights and remedies of the Chargee not so pursued merging therewith or with any action or judgment with respect thereto.

**OBLIGATIONS SECURED**

For greater certainty, the Chargor acknowledges and agrees that this Charge secures not only the principal sum secured by this Charge, but also secures any and all amounts outstanding by any of the Chargor or Guarantor to the Chargee, howsoever arising, including but not limited to by way of this Charge, the Security Documents, and any other agreement, whether registered or unregistered, between such parties (collectively, the "Obligations"). Notwithstanding the foregoing, the ability of the Chargor to obtain a discharge of this Charge shall not be dependent upon the Chargor concurrently satisfying any conditions precedent to the discharge of any other charge securing the Obligations which this Charge may be cross defaulted with, it being acknowledged and agreed between the Chargor and the Chargee that the discharge of this Charge shall be dependent only upon the prior payment and performance of only the obligations and liabilities of the Chargor secured by this Charge.

**POSSESSION UPON DEFAULT**

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the land hereby charged, free of all manner of former conveyances, mortgages, charges or encumbrances without the left, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

**PAYMENTS**

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest, if any, thereon, as well as the payment of all costs and any other amounts that are outstanding under this Charge. All payments hereunder shall be made payable to the Chargee in the manner prescribed in the Charge or such other place as the Chargor is notified of from time to time. All payments received after 12 noon shall be deemed to have been received on the following business day. The loan secured herein and the amounts payable by the Chargor hereunder is due and payable on the dates set out in the Charge or in the event that the Charge is security for a loan subject to multiple draws and re-draws, then the amount payable by the Chargor hereunder is due and payable in accordance with statements provided to the Chargor by the Chargee, and shall be made without any deduction, set-off or counterclaim by the Chargor for any reason whatsoever.

The Chargor acknowledges and agrees that any payments made to discharge the said Charge to the Chargees' Solicitors or any other authorized agents of the Chargees shall not be deemed to constitute payment received by the Chargee until the same is received by the Chargee at its offices as set out above.

Chargor's Initials AS

**ENVIRONMENTAL**

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon said lands to inspect the land and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the said lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be payable by the Chargor forthwith and shall be a charge upon the said lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, or its respective agents to be in possession, management or control of the said lands and buildings.

In addition, the Chargor hereby agrees that, in addition to any liability imposed on the Chargor under any instrument evidencing or securing the loan indebtedness, the Chargor shall be jointly and severally liable for any and all of the costs, expenses, damages, or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Charged Lands of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the loan and any other existing obligations of the Chargor to the Chargee in respect of the loan and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

The Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held located or disposed of on, under or at the Property and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Charged Lands or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents, advisors and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Charged Lands or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Charged Lands (including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee; and the provisions of and undertakings and indemnification set out in this Section shall survive the satisfaction and release of the Security Documents and payment and satisfaction of the mortgage and liability of the Chargor to the Chargee pursuant to this Charge. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assignees of the Security Documents. For the purposes of this Section "Hazardous Material" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The indemnity contained herein shall survive the repayment of the Charge and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

**BREACH OF COVENANT**

A breach of any covenant contained in this Charge shall constitute a default hereunder and at the option of the Chargee, it may avail itself of the remedies contained in this Charge and available at law, including, the acceleration of the principal without further notice to the Chargor.

**SEVERABILITY**

If any covenant, obligation or provision contained in this Charge, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Charge or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or provision of this Charge shall be separately valid and enforceable to the fullest extent permitted by law.

Chargor's Initials E.S.

**CONFLICT/AMBIGUITY**

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule, any mortgage commitment and schedule thereto, any promissory note, any offering letter, any loan or other credit agreement, any one or more of the provisions contained in the standard charge terms or any other security document between the Chargor and the Chargee, then the Chargee shall, in his absolute and sole discretion decide which of such conflicting or ambiguous provisions shall be deemed to govern and prevail notwithstanding that the same may be more onerous on the Chargor than any of the other conflicting or ambiguous provisions.

**COLLECTION OF RENTS**

In the event that the Chargee collects any payments of rent due to the Chargor's default, the Chargee shall be entitled to receive from such rent a management fee of ten percent (10%) of all the gross receipts from such rent, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances a management fee equal to ten percent (10%) of gross receipts received by the Chargee in the collection of such rents is a just and equitable fee having regard to the circumstances.

**SUBSEQUENT ENCUMBRANCES**

In the event of the Chargor further encumbering the property without the prior written consent of the Chargee, such further encumbering shall constitute a default under this mortgage and in such event, at the sole option of the Chargee, all money owing under the herein mortgage shall immediately become due and payable

**PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGEES**

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing in accordance with their terms, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.

In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged lands and the Chargee may also expend monies in order to cure any default under any lease respecting the charged lands or any part thereof, and the amounts so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, or expending such monies in order to cure a lease default, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge, assignment of charge unregistered or assignment of lease, until paid.

**BANKRUPTCY AND INSOLVENCY**

The Chargor acknowledges and agrees that any and all costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the *Bankruptcy and Insolvency Act* (Canada) shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such costs, including any costs of its personnel in administering any requirements of the said Act and to add the same to the indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and all security held by the Chargee for the indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder

**NON-TRANSFER**

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor sells, conveys, transfers, assigns or exercises a power of appointment with respect to the property herein described to a purchaser, transferee or assignee or in the event of a change of

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shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the property herein described without first obtaining the consent in writing of the Chargee the entire principal sum and interest hereby secured shall, at the option of the Chargee, forthwith become due and payable.

**PREPAYMENT PROVISIONS**

Chargor is to have the privilege to pay the whole or any portion of the within Charge at any time or times without bonus or penalty so long as any such payment is not less than Ten Thousand Dollars.

**SECURITY INTEREST IN CHATTELS**

It is hereby mutually covenanted and agreed by and between the parties hereto that all chattels, erections and improvements, fixed or otherwise, now or hereafter put upon the Charged Lands and owned by the Chargor, including, but without limiting the generality of the foregoing, all drapes, lobby furniture, refrigerators and stoves, heating equipment, air-conditioning and ventilation equipment, blinds, storm windows and doors, window screens, etc. and all apparatus and equipment appurtenant thereto are and shall in addition to other fixtures thereon, be and become fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns, and all persons claiming thereunder and shall be a portion of the security for the indebtedness hereinbefore mentioned.

**INSURANCE RENEWAL**

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the said lands, the Chargee in addition to the aforementioned servicing fee shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

**APPOINTMENT OF RECEIVER**

At any time after the security hereby constituted becomes enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint by writing, or apply to a court of competent jurisdiction for the appointment of, a receiver ("Receiver") of the lands, with or without bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers:

- (a) To take possession of the charged lands and to collect and get in the same and for such purpose to enter into and upon any lands, buildings and premises wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;
- (b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Charged Lands and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the said Charged Lands of the Chargor;
- (c) To sell or lease or concur in selling or leasing any or all of the Charged Lands, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Charged Lands; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Charged Lands and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefore and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;

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- (d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this charge and to exchange any part or parts of the Charged Lands for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Lands in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Lands in priority to this Charge;
- (f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Charged Lands, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (g) To execute and deliver to the purchaser of any part or parts of the Charged Lands, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;

And it is agreed that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

The net profits of the business of the Chargor and the net proceeds of any sale of the Charged Lands or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this charge:

- (a) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;
- (b) Secondly, in payment of all costs, charges and expenses payable hereunder;
- (c) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
- (d) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other monies remaining unpaid hereunder; and
- (e) Fifthly, any surplus shall be paid to the Chargor; provided that in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own gross negligence or wilful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration

**PAYMENT OF COSTS**

The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor and his own client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:

- (a) the preparation of this Charge, any renewals thereof and related security documents and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
- (b) the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
- (c) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
- (d) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the Obligations of the Chargor hereunder; and
- (e) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be secured by this Charge and added to the mortgage indebtedness secured hereunder and shall bear interest at the rate herein set forth.

**LIMIT ON RATE OF INTEREST**

- (a) Adjustment

If any provision of the Commitment Letter, this Charge or any other security document would oblige the Chargor to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

- (i) Firstly, by reducing the amount or rate of interest required to be paid hereunder as applicable; and
- (ii) Thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for purposes of Section 347 of the *Criminal Code* (Canada).

- (b) Reimbursement

If, notwithstanding the provisions subsection (a) above, and after giving effect to all adjustments contemplated thereby, the Chargee shall have received an amount in excess of the maximum permitted by such subsection, then the Chargor shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee of an amount equal

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to such excess, and pending such reimbursement such amount shall be deemed to be an amount payable by the Chargee to the Chargor

(c) Calculation

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of any revolving loan on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the *Criminal Code* (Canada)) shall, if they relate to a specific period of time be prorated over that period of time and otherwise be prorated over the period from the date of this Charge to the maturity date thereof and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

MANAGEMENT FEE

In the event that the Chargor defaults hereunder and the Chargee goes into possession of the property and finishes the project (if any), the Chargee shall be entitled to be paid a property management project monitoring fee equal to Ten per cent (10%) of the outstanding balance under this Charge.

AGREEMENTS IN WRITING

No agreement for modification to the within Charge or to any of the Security Documents provided to the Chargee, including any renewals hereof or for extension of the time for payment of the indebtedness due hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the maturity date or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no modification, amendment, at any time to the within Charge or to any of the Security Documents provided to the Chargee or any renewal hereof or extension of the time for payment of any indebtedness due hereunder shall result from, or be implied from, any other act, matter or thing, save only an express agreement in writing between the Chargor and the Chargee.

CHARGOR'S REPRESENTATIONS

The following shall constitute events of default hereunder entitling the Chargee to exercise its remedies hereunder or as available or at law:

- (i) if any event shall occur which materially and adversely affects the whole or part of the value of the Charged Lands or the financial position of the Chargor, as determined by the Chargee; or
- (ii) if any of the representations or warranties made by the Chargor in its application for the loan or any document delivered pursuant hereto or otherwise is incorrect in any material respect.

CONTINUING SECURITY

Without limiting any other provision hereof, this Charge secures, inter alia, a current or running account and any portion of the principal amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances and readvances when so made will be secured by this Charge and be repayable with interest at the interest rate stipulated in this Charge. This Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances and readvances of the principal amount or any part thereof with interest at the interest rate stipulated in this Charge and all other amounts secured hereby and notwithstanding any change in the amount, nature and form of the loan indebtedness from time to time. If the whole or any part of the principal amount hereby or other amount secured hereby is repaid, this Charge shall be and remain valid security for any subsequent advance or readvance by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that it is not a "farmer" within the meaning of the *Farm Debt Mediation Act*, S.C. 1997, c.21 (the "Act") and covenants and agrees with the Chargee that, in the event that at any time during the term of this Charge the Chargor shall, at the option of the Chargee, become a "farmer" within the meaning of the Act, it shall forthwith provide written notice of this fact to the Chargee

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PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

During the term of the Charge and any renewal or extension thereof, the Chargor and/or the Guarantor will pay when due all amounts owing to any governmental authority which, if unpaid, would give such governmental authority recourse for such amounts ranking in priority to the within Charge or to any of the Security Documents and agreements given by the Chargor to the Chargee in connection with the advance of funds hereunder and the failure to pay any such amount when due will constitute, at the option of the Chargee, a default hereunder.

INSURANCE - ADDITIONAL PROVISIONS

The Chargor will at all times during the term maintain the insurance required by the Charge including, without limitation, the following coverage's unless specifically waived by the Chargee:

- (a) All risks of direct physical loss or damage, including, without limitation, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada mortgage clause; the policy should allow for the improvements on the property to be completed (if applicable), for partial occupancy, and for the property to be vacant and unoccupied for a period of at least 30 days;
- (b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the property, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association mortgage clause;
- (c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of rent or loss of business income from the business conducted on the property for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;
- (d) Comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of \$3,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;
- (e) Theft of chattels;
- (f) If advised separately by the Chargee then, prior to any advance of the principal amount, the Chargor will provide to the Chargee or its solicitors original or certified copies of insurance policies providing the above coverage. The Chargee may have the insurance policies reviewed by a qualified property insurance consultant to ensure the insurance requirements are satisfied; and
- (g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry.

In addition to any other insurance provisions contemplated by this Charge or the Standard Charge Terms registered as No. 200033:

Although the Chargee reserves the right to insist that all policies be on a "no co-insurance" basis, the Chargee may consider accepting stated amount co-insurance provided that the Chargor shall at all times maintain a sufficient amount of insurance to prevent the Chargor from becoming a co-insurer under the terms and conditions of the policy.

Each policy shall be in a form and with an insurer satisfactory to the Chargee and will provide that any loss shall be payable to the Chargee as their interest may appear, subject to the standard form of mortgage clauses approved by the Insurance Bureau of Canada. The above referenced policies shall provide that the Chargee shall receive thirty (30) days' prior written notice of cancellation or material change to the policies. The Chargor will furnish to the Chargee or its solicitors, prior to the advance of any funds, original or certified copies of insurance policies providing the above coverages. Evidence of policy renewal or satisfactory replacement must be provided annually at least (30) days before expiry of the policy.

If the Chargor fails to comply with the insurance obligations herein, the Chargee may take out insurance which it deems adequate, and the Chargor shall pay to the Chargee, on demand, all sums paid for that purpose plus accrued interest up to the reimbursement date at the rate payable hereunder.

In the event of a loss, the Chargor shall immediately advise the Chargee and shall not undertake any repairs or renovations without the consent of the Chargee. The Chargor acknowledges and agrees that any insurance monies received may, at the option of the Chargee, be applied in rebuilding, re-instating, or

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repairing any building, or be paid to the Chargor, or be applied in the sole discretion of the Chargee, in full or in part against the amounts due hereunder or any part thereof, whether due or not then due, or paid partly in one way and partly in another.

#### UNDERTAKINGS

In the event that the Chargor defaults with respect to any of the terms of any undertakings delivered to the Chargee under this Charge, or thereafter or with respect to any covenant contained in these additional provisions, such default, at the option of the Chargee, will be an event of default under this Charge and entitle the Chargee to all of its remedies hereunder and at law, including, the acceleration of the principal without further notice to the Chargor.

#### SINGLE FAMILY RESIDENCE

In the event that a single family residence(s) is situated on the charged lands, or the charged lands consists of a condominium residential unit(s), then the following provisions shall apply:

The Chargor covenants with the Chargee that the herein charged lands are not subject to any tenancy agreements and that the Chargor will not enter into any tenancy agreements respecting the charged lands or any part thereof without the prior written consent of the Chargee, which consent may be unreasonably withheld.

The Chargor hereby agrees that any tenancy agreement entered into in breach of the foregoing is deemed to have been entered into with the object and intent of discouraging the Chargee from taking possession of the herein charged lands on default or adversely affecting the value of the Chargee's interest in the herein charged lands contrary to the provisions of *The Mortgages Act*, R.S.O. 1990 as amended.

#### ASSIGNMENT OF RENTS

In consideration of the premises, the Chargor does hereby assign and transfer unto the Chargee any rent reserved and payable under any lease agreement affecting the premises and all benefits and advantages to be derived therefrom, the hold and receive the said rent.

And the Chargor hereby authorizes and instructs any tenant or tenants under such lease to pay to the Chargee all monies owing in connection with any tenancy now existing or to be hereafter created.

Provided that nothing herein shall be deemed to have the effect of making the Chargee responsible for the collection of any of the said rent or part thereof, or for the performance of any covenant, term or condition, either by the Chargor or the tenant, contained in the said lease, and that the Chargee shall not, by virtue of this indenture, be deemed a Chargee in possession of the said property.

And provided that the Chargee shall be liable to account for only such monies as may actually come to its hands by virtue of this Indenture, less proper and fair collection charges and that such monies when so received by the Chargee shall be applied on account of the monies due under the said Charge, to which this indenture is taken as a collateral security

Provided that, notwithstanding the foregoing, the Chargor may collect the rents and deal with the leases from time to time as would a prudent landlord so long as a default under this Charge does not exist.

The Chargor undertakes to ensure that any new lease, renewal, or amendment, will be at the fair market for rents and term, and shall ensure that there are no terms or provisions therein which materially adversely affect the Chargee's security, as determined by the Chargee, acting reasonably.

#### DEFINITIONS

Unless the context requires otherwise, in addition to the terms defined elsewhere herein, the following words or expressions shall have the following meanings:

- (a) "Chargee" means FORT ERIE HILLS INC., BRIDLE PARK INC., BRIDLE PARK II INC., CLEARVIEW GARDEN ESTATES INC. AND CLEARVIEW PARK INC. ;
- (b) "Chargor" means FIRST GLOBAL FINANCIAL CORP , and also has the same meaning as the word "Mortgagor";
- (c) "Charged Lands" means the lands and premises described in this Charge/Mortgage and the improvements thereon;
- (d) "Guarantor" means Vincent Salvatore.

# APPENDIX 44

**Properties**

*PIN* 03349 - 0125 LT  
*Description* PT LT 32 CON 9 VAUGHAN PT 1 65R18567 ;; CITY OF VAUGHAN  
*Address* 11720 HIGHWAY 27  
 VAUGHAN

**Consideration**

*Consideration* \$2.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

*Name* FIRST GLOBAL FINANCIAL CORP.  
*Address for Service* c/o Brar Tamber Rigby Professional  
 Corporation  
 9-6980 Martiz Drive, Mississauga,  
 Ontario L5W 1Z3

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

*Name* FORT ERIE HILLS INC. Joint Account  
*Address for Service* 77 City Centre Drive #602,  
 Mississauga, ON L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

*Name* BRIDLE PARK INC. Joint Account  
*Address for Service* 77 City Centre Drive #602,  
 Mississauga, ON L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

*Name* BRIDLE PARK II INC. Joint Account  
*Address for Service* 77 City Centre Drive #602,  
 Mississauga, ON L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

*Name* CLEARVIEW GARDEN ESTATES INC. Joint Account  
*Address for Service* 77 City Centre Drive #602,  
 Mississauga, ON L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

*Name* CLEARVIEW PARK INC. Joint Account  
*Address for Service* 77 City Centre Drive #602,  
 Mississauga, ON L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Statements**

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, YR3666111 registered on 2024/04/12 to which this notice relates is deleted

Schedule: See Schedules

The applicant(s) hereby applies to the Land Registrar.

**Signed By**

Ashlinder Brar 6980 Maritz Drive, Unit 9 acting for Signed 2024 04 26  
Mississauga Applicant(s)  
L5W 1Z3

Tel 647-477-0330

Fax 647-477-0329

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

Brar Tamber Law Professional Corporation 6980 Maritz Drive, Unit 9 2024 04 26  
Mississauga  
L5W 1Z3

Tel 647-477-0330

Fax 647-477-0329

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.95

Total Paid \$69.95

**CHARGE AMENDING AGREEMENT**

**THIS AGREEMENT** made effective the 26<sup>th</sup> day of April, 2024.

**BETWEEN:**

**FORT ERIE HILLS INC., BRIDLE PARK INC., BRIDLE PARK II INC.,  
CLEARVIEW GARDEN ESTATES INC., CLEARVIEW PARK INC.**  
(collectively the "**Chargee**")

**AND:**

**FIRST GLOBAL FINANCIAL CORP.**  
(the "**Chargor**")

**AND:**

**VINCENT SALVATORE**  
(the "**Guarantor**")

**WHEREAS** by a charge/mortgage registered electronically in the Land Registry Office for the Land Titles Division of York Region (No. 65) on the 12<sup>th</sup> day of April, 2024 as Instrument No. YR3666111 (hereinafter called the "**Charge**") the Chargor did charge or mortgage those lands and premises described therein to the Chargee to secure the principal sum, interest, and other money as set out in the Charge;

**AND WHEREAS** Halton Park Inc. is the holder of receivables totaling \$7,800,000.00 registered as charge HR1665994 over the property described as PT LTS 7&8, CON 3 ESQ, AS IN 335221, EXCEPT 574487 & 679752; S/T EW15614 HALTON HILLS/ESQUESING (the "Halton Hills Lands");

**AND WHEREAS** Halton Park Inc. and the Chargor entered into an assignment agreement of even date wherein Halton Park Inc. assigned all of its right and interest in charge HR1665994 in the amount of \$7,800,000.00 in exchange for an amendment of the within Charge as set out herein;

**AND WHEREAS** in addition to the amendment of the within Charge as set out herein, the Chargor and Guarantor executed a promissory note and guarantee in the sum of \$7,800,000.00 in favour of Halton Park Inc. (the "**Note**");

**AND WHEREAS** for the purposes of the increase in the Charge, the parties hereto irrevocably agree and confirm that Halton Park Inc. shall be considered, *inter alia*, an additional joint account holder of the Charge notwithstanding it is not legally registered as a chargee under the Charge;

**AND WHEREAS** the Chargor, the Chargee and the Guarantor have agreed to, *inter alia*, amend the Charge in the manner hereinafter set out;

**NOW THEREFORE** this Agreement witnesses that in consideration of the premises and the sum of One (\$1.00) Dollar and the other good and valuable consideration now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree each with the other as follows:

1. Effective as of the date hereof, the following terms shall be amended under the heading "Provisions" on the first page of the mortgage from:

Principal: \$45,000,000.00

to the following:

Principal: \$52,800,000.00

2. Effective as of the date hereof, the following terms shall be added under the heading "Additional Provisions on the first page of the mortgage:

e. Upon the occurrence of a Triggering Event (as that term is defined under the Note), the sum of \$7,800,000.00 shall become immediately due and payable on June 14, 2024. Failure to pay this amount on this date, shall constitute a default under this Charge entitling the Chargee to enforce all remedies available under terms of the Charge.

3. The parties hereto hereby confirm that all statements set out in the recitals are true, correct and accurate in all respects and the parties hereto shall be bound by them without any additional agreements or formality being required therein.
4. In all other respects the parties hereto confirm all other terms including, without limitation, the guarantee to remain the same.
5. This Agreement shall, from the date hereof, be read and construed along with the Charge and be treated as a part thereof and for such purposes so far as may be necessary to effectuate these presents the Charge shall be regarded as being hereby amended, and the Charge as so amended together with all covenants and provisions thereof shall remain in full force and effect; provided that except as expressly provided in paragraphs 1 and 2 above, nothing herein contained shall affect or prejudice the rights of the Chargee as against the Chargor or any guarantor or covenantor of the Charge or as against any surety for the payment of the said principal sum, interest and other money, or any part thereof, or as against any subsequent encumbrancer or other person's interest in the property or the right of any of the persons aforesaid, all of which rights are hereby reserved.
6. All covenants and agreements contained herein shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.
7. The effective date of this Agreement is the date first written above.
8. The parties may execute this Agreement by signing and transmitting a signed copy thereof electronically or by facsimile, which will be to the same effect as if the parties had signed and delivered the original thereof.
9. This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one and the same instrument.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON  
FOLLOWING PAGES]**

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

**FORT ERIE HILLS INC.**

Per: <sup>DocuSigned by:</sup> Randy Hoffner  
2A5578C472D14EA...  
Randy Hoffner, ASO

I have authority to bind the Corporation.

**BRIDLE PARK INC.**

Per: <sup>DocuSigned by:</sup> Randy Hoffner  
2A5578C472D14EA...  
Randy Hoffner, ASO

I have authority to bind the Corporation.

**BRIDLE PARK II INC.**

Per: <sup>DocuSigned by:</sup> Randy Hoffner  
2A5578C472D14EA...  
Randy Hoffner, ASO

I have authority to bind the Corporation.

**CLEARVIEW GARDEN ESTATES INC.**

Per: <sup>DocuSigned by:</sup> Randy Hoffner  
2A5578C472D14EA...  
Randy Hoffner, ASO


I have authority to bind the Corporation.

**CLEARVIEW PARK INC.**

Per: <sup>DocuSigned by:</sup> Randy Hoffner  
2A5578C472D14EA...  
Randy Hoffner, ASO

I have authority to bind the Corporation.

**FIRST GLOBAL FINANCIAL CORP.**

DocuSigned by:  
  
Per: \_\_\_\_\_  
2D87AEFA8FAE464...  
Elena Salvatore, President

I have authority to bind the Corporation.

**GUARANTOR:**

Dated at \_\_\_\_\_, as of the 24 day of April, 2024

DocuSigned by:  
  
\_\_\_\_\_  
7555FB07783E449...  
Witness

DocuSigned by:  
  
\_\_\_\_\_  
9F3DA31400D44DE...  
VINCENT SALVATORE

# APPENDIX 45

**Properties**

PIN 03349 - 0125 LT Interest/Estate Fee Simple  
 Description PT LT 32 CON 9 VAUGHAN PT 1 65R18567 ;; CITY OF VAUGHAN  
 Address 11720 HIGHWAY 27  
 VAUGHAN

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name FIRST GLOBAL FINANCIAL CORP.  
 Address for Service 801 Lawrence Avenue East  
 PH5  
 Toronto Ontario M3C 3W2

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)****Capacity****Share**

Name EISEN, MELVYN \$9,125,000.00  
 Address for Service 70 Bond Street  
 Suite 200  
 Toronto Ontario  
 M5B 1X3

Name WINDSOR II LIMITED PARTNERSHIP \$15,875,000.00  
 Address for Service 28 Hazelton Avenue  
 Suite 200  
 Toronto, Ontario  
 M5R 2E2

I am a general partner, the firm name of the Limited Partnership is Windsor Private Capital Limited Partnership.

**Statements**

Schedule: See Schedules

**Provisions**

Principal \$25,000,000.00 Currency CDN  
 Calculation Period monthly  
 Balance Due Date 2023/08/01  
 Interest Rate 10%  
 Payments \$208,333.33  
 Interest Adjustment Date 2022 08 01  
 Payment Date The first day of each and every month  
 First Payment Date 2022 09 01  
 Last Payment Date 2023 08 01  
 Standard Charge Terms 200033  
 Insurance Amount Full insurable value  
 Guarantor

**Additional Provisions**

This mortgage is closed for the first 6 months and open thereafter upon payment of 1 month's interest as bonus.

This mortgage has a collateral mortgage in the amount \$5,000,000.00 located on PIN 58170-0498, being 7110 4th Line Tottenham.

**Signed By**

Melvyn David Eisen 200-70 Bond St. acting for Signed 2022 07 21  
 Toronto Chargor(s)  
 M5B 1X3

Tel 416-367-0136

Fax 416-366-3882

The applicant(s) hereby applies to the Land Registrar.

**Signed By**

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

MELVYN D. EISEN

200-70 Bond St.  
Toronto  
M5B 1X3

2022 07 21

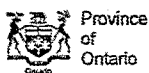
Tel 416-367-0136

Fax 416-366-3882

**Fees/Taxes/Payment**

Statutory Registration Fee \$66.30

Total Paid \$66.30



# Schedule

Form 5 - Land Registration Reform Act

Page 1 OF 2

S

## Additional Property Identifier(s) and/or Other Information

The terms contained in this Schedule are in addition to the terms contained in the Standard Charge Terms. In the event of any conflict between the terms contained in this schedule and those contained in the Standard Charge Terms, the terms contained in this schedule shall, to the extent of the conflict, prevail. If the Standard Charge Terms refer to a Guarantors, the term "Guarantors" shall include any party named anywhere in the Charge as a guarantor or covenantor.

The Mortgagor hereby agrees to pay interest on the Principal Amount at the rate of ten (10%) percent per annum, calculated and payable monthly, not in advance, both before and after maturity. Interest is payable on the 1st day of each and every month of the term, from and including the 1st day of September, 2022 to and including the 1st day of August 2023. Payments received by the mortgagee after 1 : 00 pm must include interest to the next banking day. This mortgage will be closed for the first six months, and open thereafter upon payment of 1 months' interest as bonus.

### RECEIVERSHIP

Notwithstanding anything herein contained, it is declared and agreed that any time and from time to time when there shall be default under the provisions of these presents, the Chargee may, at such time and from time to time and with or without entry into possession of the Charged Premises, or any part thereof, by instrument in writing appoint any person, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the Charged Premises, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in his stead, and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

A) Every such receiver shall have unlimited access to the Charged Premises as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority to -

i) collect the rents and profits from tenancies whether created before or after these presents,

ii) rent any portion of the Charged Premises which may become vacant on such terms and conditions as he considers advisable and enter into and execute leases, accept surrenders and terminate lease,

iii) complete the construction of any building or buildings or other erections or improvements on the Charged Premises left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description,

iiii) manage, operate, repair, alter or extend the Charged Premises or any part thereof.

The Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises.

B) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee.

C) The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Charged Premises.

D) Every such receiver shall be deemed the agent or attorney of the Chargor and, in any event, the agent of the Chargee and the Chargee shall not be responsible for his acts or omissions.

E) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the receiver or to the Chargor or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a Chargee in possession of the Charged Premises.

F) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by him in respect of the Charged Premises, or an part thereof, and out of such monies so received every such receiver shall in the following order, pay:

i) his remuneration aforesaid

ii) all costs and expenses of every nature and kind incurred by him in connection with the exercise of his powers and authority hereby conferred;

iii) interest, principal and other money which may, from time to time, be or become charged upon the charged Premises in priority to these present, including taxes;

iv) to the Chargee all interest, principal and other monies due hereunder to be paid in such order as the Chargee in its discretion shall determine;

v) and thereafter, every such receiver shall be accountable to the Chargor for any surplus.

The remuneration and expenses of the receiver shall be paid by the Chargor on demand and shall be a charge on the Charged Premises and shall bear interest from the date of demand at the same rate as applies to the principal hereby secured.

G) Save as to claims for accounting under clauses (F) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not which may arise or be caused to the Chargor or any person claiming through or under him by reason or as a result of anything done by such receiver unless such claim be the direct proximate result of dishonesty or fraud.

H) The Chargee may, at any time and from time to time, terminate any such receivership by notice in writing to the Chargor and to any such receiver.

I) The statutory declaration of the Chargee as to default under the provisions of these presents and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards to such person, to be valid and effectual.

J) The rights and powers conferred herein in respect of the receiver are supplemental to and not is substitution of any other rights and powers which the Chargee may have.

E.S.

# APPENDIX 46

**Properties**

*PIN* 03349 - 0125 LT *Interest/Estate* Fee Simple  
*Description* PT LT 32 CON 9 VAUGHAN PT 1 65R18567 ;; CITY OF VAUGHAN  
*Address* 11720 HIGHWAY 27  
 VAUGHAN

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* FIRST GLOBAL FINANCIAL CORP.  
*Address for Service* 11720 Highway 27  
 Vaughn, Ontario L0J 1C0

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)**

<i>Name</i>	<i>Capacity</i>	<i>Share</i>
HOFFNER, RANDY	Joint Account, Right Of Survivorship	as of remaining part 30%
<i>Address for Service</i> c/o SimpsonWigle LAW LLP 103-1006 Skyview Drive Burlington, Ontario L7P 0V1		
HOFFNER, PAULINE	Joint Account, Right Of Survivorship	as of remaining part 30%
<i>Address for Service</i> c/o SimpsonWigle LAW LLP 103-1006 Skyview Drive Burlington, Ontario L7P 0V1		
TGP GLOBAL PARTNERS LIMITED		as to 70%
<i>Address for Service</i> c/o SimpsonWigle LAW LLP 103-1006 Skyview Drive Burlington, Ontario L7P 0V1		

**Statements**

Schedule: See Schedules  
 The text added or imported if any, is legible and relates to the parties in this document.

**Provisions**

<i>Principal</i>	\$10,000,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>			
<i>Balance Due Date</i>	2024/08/03		
<i>Interest Rate</i>			
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>	See Additional Provisions and Schedule		
<i>First Payment Date</i>			
<i>Last Payment Date</i>	2024 08 03		
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>			

**Additional Provisions**

- 1.Mortgage shall be interest free unless default occurs under this mortgage at which time interest shall be charged at 26.82% per annum (calculated semi-annually not in advance) from the date of default.
- 2.This is a collateral mortgage provided in accordance with duly signed promissory notes effective as of June 4, 2024 in favour of the Chargee. All terms contained in the promissory notes are incorporated in this charge/mortgage and apply to this charge/mortgage.

The applicant(s) hereby applies to the Land Registrar.

**Signed By**

Gokcin Nalsok	1 Hunter St. E., Suite 200 Hamilton L8N 3W1	acting for Chargor(s)	First Signed	2024 06 06
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Tel 905-528-8411

Fax 905-528-9008

Gokcin Nalsok	1 Hunter St. E., Suite 200 Hamilton L8N 3W1	acting for Chargor(s)	Last Signed	2024 06 07
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Tel 905-528-8411

Fax 905-528-9008

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

SIMPSON WIGLE LAW LLP	1 Hunter St. E., Suite 200 Hamilton L8N 3W1			2024 06 07
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Tel 905-528-8411

Fax 905-528-9008

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.95

Total Paid \$69.95

**File Number**

Chargee Client File Number : MAT84909

**SCHEDULE**

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between FIRST GLOBAL FINANCIAL CORP. (the "**Chargor**") and RANDY HOFFNER, PAULINE HOFFNER AND TGP GLOBAL PARTNERS LIMITED (the "**Chargee**")

**ADDITIONAL PROVISIONS**

NOTWITHSTANDING anything to the contrary contained in the Standard Charge Terms (and in the event of any contradiction, the following provisions shall prevail), the Chargor covenants and agrees with the Chargee as follows:

**FEES AND COSTS**

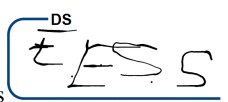
All expenses, fees, charges or payments incurred, expended or paid by the Chargee, acting reasonably and without duplication, (whether with the knowledge, consent, concurrence or acquiescence of the Chargor or otherwise) with respect to the following matters:

- a) all reasonable solicitors', inspectors', valutors' and surveyors' fees and expenses for drawing and registering this Charge and for examining the Charged Lands and the title thereto, and for making or maintaining this Charge a good and valid charge and mortgage;
- b) all sums which the Chargee may advance for insurance premiums, taxes, or rates;
- c) any unpaid amount due to the Chargee for any arrangement, standby, and any other administrative fee;
- d) all sums which the Chargee may expend in payment of prior liens, charges, encumbrances or claims charged or to be charged against the Charged Lands or on this Charge or against the Chargee in respect of this Charge;
- e) all sums which the Chargee may expend in maintaining, repairing, restoring or completing the construction on the Charged Lands pursuant to the terms of this Charge;
- f) the cost of inspecting, leasing, managing or improving the Charged Lands, including the price or value of any goods of any sort or description supplied for use on the Charged Lands pursuant to the terms of this Charge;
- g) all sums paid to a receiver of the Charged Lands;
- h) the cost of exercising or enforcing or attempting to exercise or enforce any right, power, remedy or purpose hereunder provided or implied, and including an allowance for the time, work and expenses of the Chargee or any agent or employee of the Chargee, for any purpose provided for herein; and
- i) the Chargee's reasonable solicitors' costs as between solicitor and his own client incurred or paid by the Chargee as a result of any event of default under this Charge, or of endeavouring to collect (with or without suit) any money payable hereunder, or of taking, recovering or keeping possession of the Charged Lands, and generally in any other proceedings, matter or thing taken or done to protect or realize this security or any other security for payment of the mortgage indebtedness;

together with interest thereon, at the interest rate charged hereunder, shall be added to the indebtedness, shall be repaid by the Chargor to the Chargee forthwith, and until repaid shall be a charge upon the Charged Lands and the Chargee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an event of default which is continuing.

**PRIVACY PROVISIONS**

- (a) The Chargor hereby irrevocably consents to the Chargee releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the charged lands or the within mortgage loan including, without limitation, details of the mortgage loan balance, the terms of this mortgage loan, defaults hereunder (existing or prior) and like matters.
- (b) The Chargor hereby confirms and agrees that the release and disclosure of any such information by the Chargee constitutes the release and disclosure of such information with

Chargor's Initials 

the full knowledge and consent of the Chargor within the meaning of the *Personal Information Protection and Electronic Documentation Act* (Canada), as amended.

- (c) The Chargor hereby releases the Chargee from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by the Chargee, and (ii) any breach of the provisions of any applicable laws, including the *Personal Information Protection and Electronic Documentation Act* (Canada), as amended, provided that the Chargee has acted in accordance with the consent and direction received from the Chargor.

### **CROSS DEFAULT**

The occurrence of an event of default under the provisions of this Charge shall constitute default under any other charge or security document between the Chargor and the Chargee (collectively, the "**Security Documents**") and default, beyond any applicable cure or notice periods, under any of the other Security Documents shall constitute an event of default under the provisions of this Charge. The Chargee may, upon and during the continuance of an event of default under the provisions of this Charge or a default under the other Security Documents, pursue its remedies separately under any of the Security Documents, including without limitation, this Charge, or jointly all together, or jointly one with any one or more of the Security Documents, without any of the rights and remedies of the Chargee not so pursued merging therewith or with any action or judgment with respect thereto.

### **OBLIGATIONS SECURED**

For greater certainty, the Chargor acknowledges and agrees that this Charge secures not only the principal sum secured by this Charge, but also secures any and all amounts outstanding by any of the Chargor to the Chargee, howsoever arising, including but not limited to by way of this Charge, the Security Documents, and any other agreement, whether registered or unregistered, between such parties (collectively, the "**Obligations**"). Notwithstanding the foregoing, the ability of the Chargor to obtain a discharge of this Charge shall not be dependent upon the Chargor concurrently satisfying any conditions precedent to the discharge of any other charge securing the Obligations which this Charge may be cross defaulted with, it being acknowledged and agreed between the Chargor and the Chargee that the discharge of this Charge shall be dependent only upon the prior payment and performance of only the obligations and liabilities of the Chargor secured by this Charge.

### **POSSESSION UPON DEFAULT**

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the land hereby charged, free of all manner of former conveyances, mortgages, charges or encumbrances without the left, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

### **PAYMENTS**

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest, if any, thereon, as well as the payment of all costs and any other amounts that are outstanding under this Charge. All payments hereunder shall be made payable to the Chargee in the manner prescribed in the Charge or such other place as the Chargor is notified of from time to time. All payments received after 12 noon shall be deemed to have been received on the following business day. The loan secured herein and the amounts payable by the Chargor hereunder is due and payable on the dates set out in the Charge or in the event that the Charge is security for a loan subject to multiple draws and re-draws, then the amount payable by the Chargor hereunder is due and payable in accordance with statements provided to the Chargor by the Chargee, and shall be made without any deduction, set-off or counterclaim by the Chargor for any reason whatsoever.

The Chargor acknowledges and agrees that any payments made to discharge the said Charge to the Chargees' Solicitors or any other authorized agents of the Chargees shall not be deemed to constitute payment received by the Chargee until the same is received by the Chargee at its offices as set out above.

## ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon said lands to inspect the land and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the said lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be payable by the Chargor forthwith and shall be a charge upon the said lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, or its respective agents to be in possession, management or control of the said lands and buildings.

In addition, the Chargor hereby agrees that, in addition to any liability imposed on the Chargor under any instrument evidencing or securing the loan indebtedness, the Chargor shall be jointly and severally liable for any and all of the costs, expenses, damages, or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Charged Lands of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the loan and any other existing obligations of the Chargor to the Chargee in respect of the loan and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

The Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held located or disposed of on, under or at the Property and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Charged Lands or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents, advisors and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Charged Lands or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Charged Lands (including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee; and the provisions of and undertakings and indemnification set out in this Section shall survive the satisfaction and release of the Security Documents and payment and satisfaction of the mortgage and liability of the Chargor to the Chargee pursuant to this Charge. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assignees of the Security Documents. For the purposes of this Section "**Hazardous Material**" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

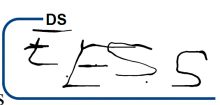
The indemnity contained herein shall survive the repayment of the Charge and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

## BREACH OF COVENANT

A breach of any covenant contained in this Charge shall constitute a default hereunder and at the option of the Chargee, it may avail itself of the remedies contained in this Charge and available at law, including, the acceleration of the principal without further notice to the Chargor.

## SEVERABILITY

If any covenant, obligation or provision contained in this Charge, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Charge or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or provision of this Charge shall be separately valid and enforceable to the fullest extent permitted by law.

Chargor's Initials 

**CONFLICT/AMBIGUITY**

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule, any mortgage commitment and schedule thereto, any promissory note, any offering letter, any loan or other credit agreement, any one or more of the provisions contained in the standard charge terms or any other security document between the Chargor and the Chargee, then the Chargee shall, in his absolute and sole discretion decide which of such conflicting or ambiguous provisions shall be deemed to govern and prevail notwithstanding that the same may be more onerous on the Chargor than any of the other conflicting or ambiguous provisions.

**COLLECTION OF RENTS**

In the event that the Chargee collects any payments of rent due to the Chargor's default, the Chargee shall be entitled to receive from such rent a management fee of ten percent (10%) of all the gross receipts from such rent, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances a management fee equal to ten percent (10%) of gross receipts received by the Chargee in the collection of such rents is a just and equitable fee having regard to the circumstances.

**SUBSEQUENT ENCUMBRANCES**

In the event of the Chargor further encumbering the property without the prior written consent of the Chargee, such further encumbering shall constitute a default under this mortgage and in such event, at the sole option of the Chargee, all money owing under the herein mortgage shall immediately become due and payable.

**PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGEЕ**

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing in accordance with their terms, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.

In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged lands and the Chargee may also expend monies in order to cure any default under any lease respecting the charged lands or any part thereof, and the amounts so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, or expending such monies in order to cure a lease default, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge, assignment of charge unregistered or assignment of lease, until paid.

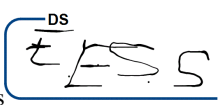
**BANKRUPTCY AND INSOLVENCY**

The Chargor acknowledges and agrees that any and all costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the *Bankruptcy and Insolvency Act* (Canada) shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such costs, including any costs of its personnel in administering any requirements of the said Act and to add the same to the indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and all security held by the Chargee for the indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

**NON-TRANSFER**

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor sells, conveys, transfers, assigns or exercises a power of appointment with respect to the property herein described to a purchaser, transferee or assignee or in the event of a change of

Chargor's Initials 

shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the property herein described without first obtaining the consent in writing of the Chargee the entire principal sum and interest hereby secured shall, at the option of the Chargee, forthwith become due and payable.

### **PREPAYMENT PROVISIONS**

Chargor is to have the privilege to pay the whole or any portion of the within Charge at any time or times without bonus or penalty so long as any such payment is not less than Ten Thousand Dollars.

### **SECURITY INTEREST IN CHATTELS**

It is hereby mutually covenanted and agreed by and between the parties hereto that all chattels, erections and improvements, fixed or otherwise, now or hereafter put upon the Charged Lands and owned by the Chargor, including, but without limiting the generality of the foregoing, all drapes, lobby furniture, refrigerators and stoves, heating equipment, air-conditioning and ventilation equipment, blinds, storm windows and doors, window screens, etc. and all apparatus and equipment appurtenant thereto are and shall in addition to other fixtures thereon, be and become fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns, and all persons claiming thereunder and shall be a portion of the security for the indebtedness hereinbefore mentioned.

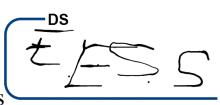
### **INSURANCE RENEWAL**

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the said lands, the Chargee in addition to the aforementioned servicing fee shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

### **APPOINTMENT OF RECEIVER**

At any time after the security hereby constituted becomes enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint by writing, or apply to a court of competent jurisdiction for the appointment of, a receiver ("**Receiver**") of the lands, with or without bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers:

- (a) To take possession of the charged lands and to collect and get in the same and for such purpose to enter into and upon any lands, buildings and premises wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;
- (b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Charged Lands and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the said Charged Lands of the Chargor;
- (c) To sell or lease or concur in selling or leasing any or all of the Charged Lands, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Charged Lands; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Charged Lands and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefore and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;

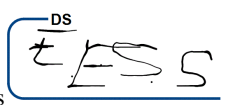
Chargor's Initials 

- (d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this charge and to exchange any part or parts of the Charged Lands for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Lands in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Lands in priority to this Charge;
- (f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Charged Lands, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (g) To execute and deliver to the purchaser of any part or parts of the Charged Lands, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;

And it is agreed that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

The net profits of the business of the Chargor and the net proceeds of any sale of the Charged Lands or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this charge:

- (a) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;
- (b) Secondly, in payment of all costs, charges and expenses payable hereunder;
- (c) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
- (d) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other monies remaining unpaid hereunder; and
- (e) Fifthly, any surplus shall be paid to the Chargor; provided that in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

Chargor's Initials 

The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own gross negligence or wilful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

#### **PAYMENT OF COSTS**

The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor and his own client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:

- (a) the preparation of this Charge, any renewals thereof and related security documents and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;
- (b) the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
- (c) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
- (d) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the Obligations of the Chargor hereunder; and
- (e) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be secured by this Charge and added to the mortgage indebtedness secured hereunder and shall bear interest at the rate herein set forth.

#### **LIMIT ON RATE OF INTEREST**

- (a) Adjustment

If any provision of the Commitment Letter, this Charge or any other security document would oblige the Chargor to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

- (i) Firstly, by reducing the amount or rate of interest required to be paid hereunder as applicable; and
  - (ii) Thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for purposes of Section 347 of the *Criminal Code* (Canada).
- (b) Reimbursement

If, notwithstanding the provisions subsection (a) above, and after giving effect to all adjustments contemplated thereby, the Chargee shall have received an amount in excess of the maximum permitted by such subsection, then the Chargor shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee of an amount equal

to such excess, and pending such reimbursement such amount shall be deemed to be an amount payable by the Chargee to the Chargor.

(c) Calculation

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of any revolving loan on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the *Criminal Code* (Canada)) shall, if they relate to a specific period of time be prorated over that period of time and otherwise be prorated over the period from the date of this Charge to the maturity date thereof and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

## MANAGEMENT FEE

In the event that the Chargor defaults hereunder and the Chargee goes into possession of the property and finishes the project (if any), the Chargee shall be entitled to be paid a property management project monitoring fee equal to Ten per cent (10%) of the outstanding balance under this Charge.

## AGREEMENTS IN WRITING

No agreement for modification to the within Charge or to any of the Security Documents provided to the Chargee, including any renewals hereof or for extension of the time for payment of the indebtedness due hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the maturity date or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no modification, amendment, at any time to the within Charge or to any of the Security Documents provided to the Chargee or any renewal hereof or extension of the time for payment of any indebtedness due hereunder shall result from, or be implied from, any other act, matter or thing, save only an express agreement in writing between the Chargor and the Chargee.

## CHARGOR'S REPRESENTATIONS

The following shall constitute events of default hereunder entitling the Chargee to exercise its remedies hereunder or as available or at law:

- (i) if any event shall occur which materially and adversely affects the whole or part of the value of the Charged Lands or the financial position of the Chargor, as determined by the Chargee; or
- (ii) if any of the representations or warranties made by the Chargor in its application for the loan or any document delivered pursuant hereto or otherwise is incorrect in any material respect.

## CONTINUING SECURITY

Without limiting any other provision hereof, this Charge secures, inter alia, a current or running account and any portion of the principal amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances and readvances when so made will be secured by this Charge and be repayable with interest at the interest rate stipulated in this Charge. This Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances and readvances of the principal amount or any part thereof with interest at the interest rate stipulated in this Charge and all other amounts secured hereby and notwithstanding any change in the amount, nature and form of the loan indebtedness from time to time. If the whole or any part of the principal amount hereby or other amount secured hereby is repaid, this Charge shall be and remain valid security for any subsequent advance or readvance by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

## FARM DEBT MEDIATION ACT

The Chargor represents and warrants that it is not a "farmer" within the meaning of the *Farm Debt Mediation Act*, S.C. 1997, c.21 (the "Act") and covenants and agrees with the Chargee that, in the event that at any time during the term of this Charge the Chargor shall, at the option of the Chargee, become a "farmer" within the meaning of the Act, it shall forthwith provide written notice of this fact to the Chargee.

## PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

During the term of the Charge and any renewal or extension thereof, the Chargor will pay when due all amounts owing to any governmental authority which, if unpaid, would give such governmental authority recourse for such amounts ranking in priority to the within Charge or to any of the Security Documents and agreements given by the Chargor to the Chargee in connection with the advance of funds hereunder and the failure to pay any such amount when due will constitute, at the option of the Chargee, a default hereunder.

## INSURANCE – ADDITIONAL PROVISIONS

The Chargor will at all times during the term maintain the insurance required by the Charge including, without limitation, the following coverage's unless specifically waived by the Chargee:

- (a) All risks of direct physical loss or damage, including, without limitation, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada mortgage clause; the policy should allow for the improvements on the property to be completed (if applicable), for partial occupancy, and for the property to be vacant and unoccupied for a period of at least 30 days;
- (b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the property, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association mortgage clause;
- (c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of rent or loss of business income from the business conducted on the property for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;
- (d) Comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of \$3,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;
- (e) Theft of chattels;
- (f) If advised separately by the Chargee then, prior to any advance of the principal amount, the Chargor will provide to the Chargee or its solicitors original or certified copies of insurance policies providing the above coverage. The Chargee may have the insurance policies reviewed by a qualified property insurance consultant to ensure the insurance requirements are satisfied; and
- (g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry.

In addition to any other insurance provisions contemplated by this Charge or the Standard Charge Terms registered as No. **200033**:

Although the Chargee reserves the right to insist that all policies be on a "no co-Insurance" basis, the Chargee may consider accepting stated amount co-insurance provided that the Chargor shall at all times maintain a sufficient amount of insurance to prevent the Chargor from becoming a co-insurer under the terms and conditions of the policy.

Each policy shall be in a form and with an insurer satisfactory to the Chargee and will provide that any loss shall be payable to the Chargee as their interest may appear, subject to the standard form of mortgage clauses approved by the Insurance Bureau of Canada. The above referenced policies shall provide that the Chargee shall receive thirty (30) days' prior written notice of cancellation or material change to the policies. The Chargor will furnish to the Chargee or its solicitors, prior to the advance of any funds, original or certified copies of insurance policies providing the above coverages. Evidence of policy renewal or satisfactory replacement must be provided annually at least (30) days before expiry of the policy.

If the Chargor fails to comply with the insurance obligations herein, the Chargee may take out insurance which it deems adequate, and the Chargor shall pay to the Chargee, on demand, all sums paid for that purpose plus accrued interest up to the reimbursement date at the rate payable hereunder.

In the event of a loss, the Chargor shall immediately advise the Chargee and shall not undertake any repairs or renovations without the consent of the Chargee. The Chargor acknowledges and agrees that any insurance monies received may, at the option of the Chargee, be applied in rebuilding, re-instating, or

repairing any building, or be paid to the Chargor, or be applied in the sole discretion of the Chargee, in full or in part against the amounts due hereunder or any part thereof, whether due or not then due, or paid partly in one way and partly in another.

### UNDERTAKINGS

In the event that the Chargor defaults with respect to any of the terms of any undertakings delivered to the Chargee under this Charge, or thereafter or with respect to any covenant contained in these additional provisions, such default, at the option of the Chargee, will be an event of default under this Charge and entitle the Chargee to all of its remedies hereunder and at law, including, the acceleration of the principal without further notice to the Chargor.

### SINGLE FAMILY RESIDENCE

In the event that a single family residence(s) is situated on the charged lands, or the charged lands consists of a condominium residential unit(s), then the following provisions shall apply:

The Chargor covenants with the Chargee that the herein charged lands are not subject to any tenancy agreements and that the Chargor will not enter into any tenancy agreements respecting the charged lands or any part thereof without the prior written consent of the Chargee, which consent may be unreasonably withheld.

The Chargor hereby agrees that any tenancy agreement entered into in breach of the foregoing is deemed to have been entered into with the object and intent of discouraging the Chargee from taking possession of the herein charged lands on default or adversely affecting the value of the Chargee's interest in the herein charged lands contrary to the provisions of *The Mortgages Act*, R.S.O. 1990 as amended.

### ASSIGNMENT OF RENTS

In consideration of the premises, the Chargor does hereby assign and transfer unto the Chargee any rent reserved and payable under any lease agreement affecting the premises and all benefits and advantages to be derived therefrom, the hold and receive the said rent.

And the Chargor hereby authorizes and instructs any tenant or tenants under such lease to pay to the Chargee all monies owing in connection with any tenancy now existing or to be hereafter created.

Provided that nothing herein shall be deemed to have the effect of making the Chargee responsible for the collection of any of the said rent or part thereof, or for the performance of any covenant, term or condition, either by the Chargor or the tenant, contained in the said lease, and that the Chargee shall not, by virtue of this indenture, be deemed a Chargee in possession of the said property.

And provided that the Chargee shall be liable to account for only such monies as may actually come to its hands by virtue of this Indenture, less proper and fair collection charges and that such monies when so received by the Chargee shall be applied on account of the monies due under the said Charge, to which this indenture is taken as a collateral security.

Provided that, notwithstanding the foregoing, the Chargor may collect the rents and deal with the leases from time to time as would a prudent landlord so long as a default under this Charge does not exist.

The Chargor undertakes to ensure that any new lease, renewal, or amendment, will be at the fair market for rents and term, and shall ensure that there are no terms or provisions therein which materially adversely affect the Chargee's security, as determined by the Chargee, acting reasonably.

### DEFINITIONS

Unless the context requires otherwise, in addition to the terms defined elsewhere herein, the following words or expressions shall have the following meanings:

- (a) "**Chargee**" means RANDY HOFFNER, PAULINE HOFFNER AND TGP GLOBAL PARTNERS LIMITED;
- (b) "**Chargor**" means FIRST GLOBAL FINANCIAL CORP., and also has the same meaning as the word "**Mortgagor**";
- (c) "**Charged Lands**" means the lands and premises described in this Charge/Mortgage and the improvements thereon;

# APPENDIX 47

**Properties**

*PIN* 03349 - 0125 LT  
*Description* PT LT 32 CON 9 VAUGHAN PT 1 65R18567 ;; CITY OF VAUGHAN  
*Address* 11720 HIGHWAY 27  
VAUGHAN

**Source Instruments**

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
YR3666111	2024 04 12	Charge/Mortgage

**Party From(s)**

*Name* FORT ERIE HILLS INC.  
*Address for Service* 77 City Centre Drive #602, Mississauga,  
Ontario L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

*Name* BRIDLE PARK INC.  
*Address for Service* 77 City Centre Drive #602, Mississauga,  
Ontario L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

*Name* BRIDLE PARK II INC.  
*Address for Service* 77 City Centre Drive #602, Mississauga,  
Ontario L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

*Name* CLEARVIEW GARDEN ESTATES INC.  
*Address for Service* 77 City Centre Drive #602, Mississauga,  
Ontario L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

*Name* CLEARVIEW PARK INC.  
*Address for Service* 77 City Centre Drive #602, Mississauga,  
Ontario L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
--------------------	-----------------	--------------

<i>Name</i> HOFFNER, PAULINE	Joint Account, Right Of Survivorship	as of remaining part 30%
<i>Address for Service</i> C/O SimpsonWigle LAW LLP 103-1006 Skyview Drive, Burlington Ontario L7P 0V1		

<i>Name</i> HOFFNER, RANDY	Joint Account, Right Of Survivorship	as of remaining part 30%
<i>Address for Service</i> C/O SimpsonWigle LAW LLP 103-1006 Skyview Drive, Burlington Ontario L7P 0V1		

<i>Name</i> TRANS GLOBAL PARTNERS LIMITED		as to 70%
<i>Address for Service</i> C/O SimpsonWigle LAW LLP 103-1006 Skyview Drive, Burlington Ontario L7P 0V1		

**Statements**

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number YR3684667 registered on 2024/06/06

Schedule: This postponement shall be effective as between Halton Park Inc. and the parties set out herein including but not limited to the registered instruments known as YR3666111, YR3670957, YR3684667 and YR3684727 notwithstanding any past, present or future agreement, event, act or omission to act on the part of either party or any other person, including, without limitation, any one or more of the following:

- (a) the timing of execution, delivery, attachment, perfection, registration or enforcement of the security relative to the parties herein;
- (b) the failure of any one of Pauline Hoffner, Randy Hoffner or Trans Global Partners Limited to register, maintain, renew or keep current any registration of or pertaining to any of its security;
- (c) the respective dates or timing of any advances or defaults under the promissory notes or other documents pertaining to and relative to

The applicant(s) hereby applies to the Land Registrar.

**Statements**

the charge in favour of Pauline Hoffner, Randy Hoffner and Trans Global Partners Limited; and (d)any partial or complete repayment at any time and from time to time by the debtor of any monies secured by the charge in favour of Pauline Hoffner, Randy Hoffner and Trans Global Partners Limited. The intent of this postponement is to confirm the understanding that each of Pauline Hoffner, Randy Hoffner and Trans Global Partners Limited shall have priority to, and the first to receive before Halton Park Inc., Fort Erie Hills Inc., Bridle Park Inc., Bridle Park II Inc., Clearview Garden Estates Inc. and Clearview Park Inc., all proceeds, rents, revenues and other amounts arising out of or pertaining to the property governing this postponement (the "Property"), including without limitation, all proceeds from the sale of the Property or portions of the Property, until all of the obligations of each of Pauline Hoffner, Randy Hoffner and Trans Global Partners Limited have been fully paid and performed

This document relates to registration number(s)YR3666111, YR3670957, YR3684667 and YR3684727

**Signed By**

Gokcin Nalsok 1 Hunter St. E., Suite 200 acting for Signed 2024 06 07  
Hamilton Party From(s)  
L8N 3W1

Tel 905-528-8411

Fax 905-528-9008

I have the authority to sign and register the document on behalf of the Party From(s).

**Submitted By**

SIMPSON WIGLE LAW LLP 1 Hunter St. E., Suite 200 2024 06 07  
Hamilton  
L8N 3W1

Tel 905-528-8411

Fax 905-528-9008

**Fees/Taxes/Payment**

Statutory Registration Fee \$69.95

Total Paid \$69.95

**File Number**

Party To Client File Number : MAT84909

# APPENDIX 48

**Properties**

*PIN* 25022 - 0014 LT  
*Description* PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING  
*Address* HALTON HILLS

**Consideration**

*Consideration* \$2.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

*Name* MILTON 525 HOLDING INC.  
*Address for Service* 77 City Centre, #602 Mississauga, Ontario L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Party To(s)** *Capacity* *Share*

*Name* FIRST GLOBAL FINANCIAL CORP.  
*Address for Service* 3700 Steeles Avenue West, Suite 600, Vaughn, Ontario, L4L 8K8

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Statements**

This notice is pursuant to Section 71 of the Land Titles Act.  
This notice may be deleted by the Land Registrar when the registered instrument, HR1665994 registered on 2019/11/15 to which this notice relates is deleted  
Schedule: See Schedules  
This document relates to registration number(s)HR1665994

**Signed By**

Mandeep Singh Brar 5685 Mississauga L5R 3K5 acting for Applicant(s) Signed 2024 05 03

Tel 647-836-0347  
Fax 647-689-7574

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

JB LEGAL 5685 Mississauga L5R 3K5 2024 05 03

Tel 647-836-0347  
Fax 647-689-7574

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.95  
*Total Paid* \$69.95

**PROMISSORY NOTE**

<b>Principal Amount</b>	\$1,000,000.00
<b>Lending Fee:</b>	10%
<b>Renewal Fee:</b>	10%
<b>Term:</b>	Due November 30, 2024
<b>Payment:</b>	On or before November 30, 2024.
<b>Promisor:</b>	First Global Financial Corp.(hereinafter “the Promisor”)
<b>Promisee:</b>	Evangelista Tolfa ( hereinafter “the Promisee’s”)

**1. PROMISE TO PAY**

For value received, the undersigned, The Promisor, promises to pay to the order of The Promisee, a sum of One Million dollars (\$1,000,00.00) plus the Lending Fee of \$100,000.00 in lawful money of Canada. The entire principal shall be full and immediately payable on or before November 30, 2024, unless renewed by mutual agreement of the Parties in exchange for the Renewal Fee.

**2. SECURITY FOR LOAN**

The Promisee and Promisor agree that the Promisor shall at the time of signing this promissory note, execute an acknowledgment and direction for the Assignment of \$1,100,000.00 of the Charge Registered as Charge HR1665994 over the property described as PT LTS 7&8, CON 3 ESQ, AS IN 335221, EXCEPT 574487 & 679752; S/T EW15614 HALTON HILLS/ESQUESING (the “Charge”) and shall amend the Charge to include the Promisee’s interest up to \$1,100,000.00.

**3. PREPAYMENT**

When not in default under this Promissory Note, the Promisors shall be entitled to prepay all or any portion of the Principal Amount owing without bonus or penalty.

**4. USE OF PROCEEDS AND COVENANTS OF PAYOR**

In consideration of this Promissory Note the Promisor hereby covenants and agrees that until the entire Principal Amount and any and all fees, costs, charges and expenses payable pursuant to this Promissory Note have been paid in full, the Promisor shall not, without the Promisee’s prior written consent sell, transfer or encumber the property and in any such event the balance remaining hereunder shall forthwith become due and payable.

## 5. DEFAULT

Upon default of making a payment on or before 30 days from the date of advance and providing this note is turned over for collection, the undersigned agree to pay all reasonable fees and costs of collection to the extent permitted by law. This note shall take effect as a sealed instrument and be enforced in accordance with the laws of Ontario. All parties to this note waive presentment, notice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this note.

## 6. ACCELERATION UPON DEFAULT

Upon the occurrence of an Event of Default as set forth in Section 7 below, the entire unpaid portion of the Principal Amount and all accrued interest, fees, costs, charges and expenses shall, at the option of the Promisee, automatically become immediately due and payable.

## 7. EVENTS OF DEFAULT

All amounts due under this Promissory Note shall, at the option of the Promisee, immediately become due and payable without any notice to the Promisor, if anyone or more of the following events of default has occurred and is continuing:

- a. the Promisor fails to make payment when due of the Principal Amount and such default remains unremedied for more than five (5) days after notice thereof from the Promisee to the Promisors;
- b. the Promisor fails to observe or perform any of the Promisor's other obligations or covenants under this Promissory Note and such default continues for five (5) days after notice thereof from the Promisee to the Promisor;
- c. if a writ of execution, garnishment or attachment or similar process is issued or levied against the Promisor or their property and such writ, execution, garnishment, attachment or similar process is not released, bonded, satisfied, discharged, vacated or stayed within five (5) days after its entry, commencement or levy;
- d. if the Promisor commits an act of bankruptcy, becomes insolvent, goes into liquidation, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; if a bankruptcy petition is filed or presented against the Promisor and is not actively contested in good faith by appropriate proceedings and discharged within five (5) days or if a custodian, sequestrator, receiver, receiver and manager or any other officer with similar powers is appointed in respect of the Promisor or for any part of the property thereof which, in the reasonable opinion of the Promisee, is a substantial part;
- e. if the Promisor makes a general assignment for the benefit of its creditors or a bulk sale of all or substantially all of its property or assets;
- f. if an encumbrancer takes possession of a substantial part of the Promisor's business or if a distress or execution or any similar process is enforced against a substantial part of the Promisor's business and remains unsatisfied for so long as would permit any part of such property to be sold thereunder; or

- g. if any representation or warranty contained herein or made in any certificate, financial statements or other document delivered to the Promisee shall have been found to be false or incorrect in any material respect as of its date of making and such defect cannot be rectified to the satisfaction of the Promisee within five (5) days after delivery of written notice thereof to the Promisor.

## **8. REIMBURSEMENT OF FEES AND EXPENSES**

The Promisor shall pay to the Promisee all costs and expenses, including but not limited to all legal fees and expenses on a full indemnity basis, in connection with the collection of any amount required to be paid under this Promissory Note or enforcement of this Promissory Note.

## **9. WAIVER BY THE PROMISOR**

The Promisor waives demand, presentment for payment, notice of non-payment, notice of dishonor, notice of acceleration, and notice of protest of this Promissory Note. The Promisor also waives the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any setoffs or counterclaims which the Promisor may have against the Promisee.

## **10. NO WAIVER BY THE PROMISEE**

Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Promisee to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Promisee of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Promisee further exercise of such right or remedy or any other right or remedy.

## **11. AMENDMENT**

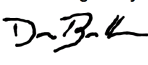
This Promissory Note may not be amended except pursuant to a written instrument executed by the Promisee and the Promisor.

## **12. GOVERNING LAW AND SUCCESSORS**

This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Promisee and its successors, and shall be binding on the Promisor and their estate trustee(s), and successors.


**IN WITNESS WHEREOF** the Promisors has executed this Promissory Note effective as of May 3, 2024.

Executed in the presence of

DocuSigned by:  
  
9C7F7D043237461...

Solicitor: David Badham

)  
)  
)  
)  
)

DocuSigned by:  
  
2D87AEFA8FAE464...

) The Promisor - First Global Financial Corp.

**Acknowledgement by Promisee's**

**DATED** at Toronto this 3<sup>rd</sup> day of May, 2024.

DocuSigned by:  
  
035D4917B2604F6...

The Promisee – Evangelista Tolfa

## ASSIGNMENT AGREEMENT

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This Assignment Agreement is entered into as of the day of May 3, 2024

**By and Between:**

**Assignor:** First Global Financial Corp. ("FGF") , located at 3700 Steeles Avenue West, Suite 600, Vaughn, Ontario, L4L 8K8.

**And**

**Assignee:** Evangelista Tolfa ("ET"), an individual residing at 131 King Street, Terra Cotta, ON, L7C 1P2.

The Assignor and the Assignee are each referred to herein as a "**Party**" and collectively as the "**Parties**".

**WHEREAS** the Assignor is the holder of receivables totaling \$7,800,000.00 registered as charge HR1665994 over the property described as PT LTS 7&8, CON 3 ESQ, AS IN 335221, EXCEPT 574487 & 679752; S/T EW15614 HALTON HILLS/ESQUESING ("the "Property");

**AND WHEREAS** the Assignee wishes to purchase a portion of that receivable in the amount of \$1,100,000 in exchange for a payment of \$1,000,000;

**AND WHEREAS** Assignor wishes to assign, and the Assignee wishes to take assignment of, a portion of charge HR1665994 in the amount of \$1,100,000.00 in exchange for payment of \$1,000,000.00 to FGF; ;

**NOW THEREFORE** for good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree to the following:

1. **THE ASSIGNMENT.** The Parties agree that under this Agreement, the Assignor shall irrevocably assign, convey, grant and transfer their rights, title and interest in the following to the Assignee:
  - a. \$1,100,000.00 of the charge registered as HR1665994 in favour of FGF and as against Milton 525 Holding Inc. in the total amount of \$7,800,000.00 over the Property (the "**Charge**"), which shall be amended to reflect the addition of ET as a secured party up to the amount of \$1,100,000.00.

Parties shall take such steps as are necessary to complete the assignment of the Receivable, including but not limited to executing the Acknowledgement and Direction's attached hereto as **Appendix A**.

After the Effective Date, Assignor agrees to make no further use of the Assignment or any confusingly similar assignment in the Province of Ontario and anywhere in the world, except as may be expressly authorized by the Parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Assignment.

**2. CONSIDERATION.** In consideration of the herein assignment and amendment of the portion of the Charge, ET shall pay the amount of \$1,000,000.00 to FGF by way of certified bank draft made out to Brar Tamber Rigby in Trust for First Global Financial Corp.

**3. ASSUMPTION AND LIABILITIES.** Assignor hereby assigns and Assignee hereby agrees to assume, pay, perform, defend and discharge, all duties, obligations, liabilities and debts of every kind, character or description whatsoever with respect to, arising out of or in any way related to the assignment, including, but not limited to all liabilities under the agreements included therein, whether known or unknown, accrued, absolute, contingent or otherwise arising as of and after the date hereof.

**4. PARTIES' REPRESENTATIONS.** The Parties hereto hereby represents and warrants that as of the date hereof: (a) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all such actions have been duly and validly authorized by all necessary proceedings, subject to providing the required notices; (b) the Assignor has title and interest to and in the Receivables assigned and is conveying the Receivables "as is" to the Assignor subject to the existing terms of security underlying the Receivables; (c) this Agreement has been duly authorized, executed and delivered by it, and constitutes a legal, valid and binding agreement of it, subject to the provision of the required notices; and (d) the Parties have had the opportunity to seek independent legal counsel prior to signing this Agreement and have either done so or have voluntarily waived their right to do so.

**5. SEVERABILITY.** In the event any provision or part of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

**6. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the Province of Ontario for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each Party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

**7. DISPUTE RESOLUTION.** Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the Canadian Arbitration Association.


**8. INDEMNIFICATION.** The Assignor and Assignee agree to indemnify and hold harmless the other from any claim, damage, liability, loss, expense, (collectively, a Claim) arising out their failure to perform the obligations set forth in this Agreement.

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

**10. MODIFICATION AND WAIVER.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

**11. SUCCESSORS AND ASSIGNS.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Parties.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the date first written above.


DocuSigned by:  
  
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**Assignor** Signature

First Global Financial Corp.

**Assignor**

Per: Elena Salvatore  
Title: Director

DocuSigned by:  
  
035D4917B2604F6...

**Assignee** Signature

Evangelista Tolfa.

**Assignee**

**APPENDIX A**  
**ACKNOWLEDGMENT AND DIRECTIONS**



# APPENDIX 49

**Properties**

*PIN* 25022 - 0014 LT  
*Description* PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING  
*Address* HALTON HILLS

**Consideration**

*Consideration* \$0.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

*Name* MILTON 525 HOLDING INC.  
*Address for Service* 77 City Centre, #602 Mississauga, Ontario L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Party To(s)** *Capacity* *Share*

*Name* FIRST GLOBAL FINANCIAL CORP.  
*Address for Service* 3700 Steeles Avenue West, Suite 600, Vaughn, Ontario, L4L 8K8

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Statements**

This notice is pursuant to Section 71 of the Land Titles Act.  
This notice may be deleted by the Land Registrar when the registered instrument, HR1665994 registered on 2019/11/15 to which this notice relates is deleted  
Schedule: See Schedules  
This document relates to registration number(s)HR1665994

**Signed By**

Mandeep Singh Brar 5685 Mississauga L5R 3K5 acting for Applicant(s) Signed 2024 05 13

Tel 647-836-0347  
Fax 647-689-7574

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

JB LEGAL 5685 Mississauga L5R 3K5 2024 05 13

Tel 647-836-0347  
Fax 647-689-7574

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$69.95  
*Total Paid* \$69.95

## ASSIGNMENT AGREEMENT

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This Assignment Agreement is entered into as of the day of May 13, 2024

**By and Between:**

**Assignor:** First Global Financial Corp. (“FGF”) , located at 3700 Steeles Avenue West, Suite 600, Vaughn, Ontario, L4L 8K8.

**And**

**Assignee:** Balwinder Cheema (“BC”), an individual residing at 65 Louvain Drive, Brampton, ON L6P 1Y9.

The Assignor and the Assignee are each referred to herein as a “Party” and collectively as the “Parties”.

**WHEREAS** the Assignor is the holder of receivables totaling \$7,800,000.00 registered as charge HR1665994 over the property described as PT LTS 7&8, CON 3 ESQ, AS IN 335221, EXCEPT 574487 & 679752; S/T EW15614 HALTON HILLS/ESQUESING (“the “Property”);

**AND WHEREAS** the Assignee wishes to purchase a portion of that receivable in the amount of \$275,000 in exchange for a payment of \$250,000;

**AND WHEREAS** Assignor wishes to assign, and the Assignee wishes to take assignment of, a portion of charge HR1665994 in the amount of \$275,000.00 in exchange for payment of \$250,000.00 to FGF; ;

**NOW THEREFORE** for good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree to the following:

1. **THE ASSIGNMENT.** The Parties agree that under this Agreement, the Assignor shall irrevocably assign, convey, grant and transfer their rights, title and interest in the following to the Assignee:
  - a. \$275,000.00 of the charge registered as HR1665994 in favour of FGF and as against Milton 525 Holding Inc. in the total amount of \$7,800,000.00 over the Property (the “Charge”), which shall be amended to reflect the addition of BC as a secured party up to the amount of \$275,000.00.

Parties shall take such steps as are necessary to complete the assignment of the Receivable, including but not limited to executing the Acknowledgement and Direction's attached hereto as **Appendix A**.

After the Effective Date, Assignor agrees to make no further use of the Assignment or any confusingly similar assignment in the Province of Ontario and anywhere in the world, except as may be expressly authorized by the Parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Assignment.

**2. CONSIDERATION.** In consideration of the herein assignment and amendment of the portion of the Charge, BC shall pay the amount of \$250,000.00 to FGF by way of certified bank draft made out to Brar Tamber Rigby in Trust for First Global Financial Corp.

**3. ASSUMPTION AND LIABILITIES.** Assignor hereby assigns and Assignee hereby agrees to assume, pay, perform, defend and discharge, all duties, obligations, liabilities and debts of every kind, character or description whatsoever with respect to, arising out of or in any way related to the assignment, including, but not limited to all liabilities under the agreements included therein, whether known or unknown, accrued, absolute, contingent or otherwise arising as of and after the date hereof.

**4. PARTIES' REPRESENTATIONS.** The Parties hereto hereby represents and warrants that as of the date hereof: (a) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all such actions have been duly and validly authorized by all necessary proceedings, subject to providing the required notices; (b) the Assignor has title and interest to and in the Receivables assigned and is conveying the Receivables "as is" to the Assignor subject to the existing terms of security underlying the Receivables; (c) this Agreement has been duly authorized, executed and delivered by it, and constitutes a legal, valid and binding agreement of it, subject to the provision of the required notices; and (d) the Parties have had the opportunity to seek independent legal counsel prior to signing this Agreement and have either done so or have voluntarily waived their right to do so.

**5. SEVERABILITY.** In the event any provision or part of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

**6. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the Province of Ontario for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each Party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

**7. DISPUTE RESOLUTION.** Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the Canadian Arbitration Association.


**8. INDEMNIFICATION.** The Assignor and Assignee agree to indemnify and hold harmless the other from any claim, damage, liability, loss, expense, (collectively, a Claim) arising out their failure to perform the obligations set forth in this Agreement.

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

**10. MODIFICATION AND WAIVER.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

**11. SUCCESSORS AND ASSIGNS.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Parties.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the date first written above.


DocuSigned by:  
  
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**Assignor Signature**

\_\_\_\_\_  
First Global Financial Corp.

**Assignor**

Per: Elena Salvatore  
Title: Director

DocuSigned by:  
  
036A2C0A7E7243F...

**Assignee Signature**

\_\_\_\_\_  
Balwinder Cheema

**Assignee**

**APPENDIX A**  
**ACKNOWLEDGMENT AND DIRECTIONS**

**ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Mandeep Singh Brar  
(Insert lawyer's name)

**AND TO:** JB LEGAL  
(Insert firm name)

**RE:** RE: PT LTS 7&8, CON 3 ESQ, AS IN 335221, EXCEPT 574487 & ("the transaction") 679752; S/T EW15614 HALTON HILLS/ESQUESING ("the transaction")  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

**DESCRIPTION OF ELECTRONIC DOCUMENTS**


The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:


- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this \_\_\_\_\_ day of 5/13/2024, 20\_\_.

**WITNESS**

(As to all signatures, if required)

DocuSigned by:  
  
9C7E7D043237461

DocuSigned by:  
  
2D87AEEA8FAE464

FIRST GLOBAL FINANCIAL CORP.

PER: DIRECTOR

LRO # 20 **Notice**

In preparation on 2024 05 13 **923**14

*This document has not been submitted and may be incomplete.*

yyyy mm dd Page 1 of 1

**Properties**

*PIN* 25022 - 0014 LT  
*Description* PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614  
HALTON HILLS/ESQUESING  
*Address* HALTON HILLS

**Consideration**

*Consideration* \$0.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

*Name* MILTON 525 HOLDING INC.  
Acting as a company  
*Address for Service* 77 City Centre, #602 Mississauga, Ontario L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Party To(s)** *Capacity* *Share*

*Name* FIRST GLOBAL FINANCIAL CORP.  
Acting as a company  
*Address for Service* 3700 Steeles Avenue West, Suite 600, Vaughn, Ontario, L4L  
8K8

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

**Statements**

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar after

This notice may be deleted by the Land Registrar when the registered instrument, HR1665994 registered on 2019/11/15 to which this notice relates is deleted

Schedule: SEE ATTACHED SCHEDULE

This document relates to registration number(s)HR1665994

**PROMISSORY NOTE**

<b>Principal Amount</b>	\$250,000.00
<b>Lending Fee:</b>	10%
<b>Broker Fee:</b>	2%
<b>Renewal Fee:</b>	10%
<b>Term:</b>	Due November 30, 2024
<b>Payment:</b>	On or before November 30, 2024.
<b>Promisor:</b>	First Global Financial Corp.(hereinafter “the Promisor”)
<b>Promisee:</b>	Balwinder Cheema ( hereinafter “the Promisee’s”)

**1. PROMISE TO PAY**

For value received, the undersigned, The Promisor, promises to pay to the order of The Promisee, a sum of Two Hundred and Fifty Thousand dollars (\$250,000.00) plus the Lending Fee of \$25,000.00 in lawful money of Canada. The entire principal shall be full and immediately payable on or before November 30, 2024, unless renewed by mutual agreement of the Parties in exchange for the Renewal Fee.

**2. SECURITY FOR LOAN**

The Promisee and Promisor agree that the Promisor shall at the time of signing this promissory note, execute an acknowledgment and direction for the Assignment of \$275,000.00 of the Charge Registered as Charge HR1665994 over the property described as PT LTS 7&8, CON 3 ESQ, AS IN 335221, EXCEPT 574487 & 679752; S/T EW15614 HALTON HILLS/ESQUESING (the “Charge”) and shall amend the Charge to include the Promisee’s interest up to \$275,000.00.

**3. PREPAYMENT**

When not in default under this Promissory Note, the Promisors shall be entitled to prepay all or any portion of the Principal Amount owing without bonus or penalty.

**4. USE OF PROCEEDS AND COVENANTS OF PAYOR**

In consideration of this Promissory Note the Promisor hereby covenants and agrees that until the entire Principal Amount and any and all fees, costs, charges and expenses payable pursuant to this

Promissory Note have been paid in full, the Promisor shall not, without the Promisee's prior written consent sell, transfer or encumber the property and in any such event the balance remaining hereunder shall forthwith become due and payable.

## **5. DEFAULT**

Upon default of making a payment on or before 30 days from the date of advance and providing this note is turned over for collection, the undersigned agree to pay all reasonable fees and costs of collection to the extent permitted by law. This note shall take effect as a sealed instrument and be enforced in accordance with the laws of Ontario. All parties to this note waive presentment, notice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this note.

## **6. ACCELERATION UPON DEFAULT**

Upon the occurrence of an Event of Default as set forth in Section 7 below, the entire unpaid portion of the Principal Amount and all accrued interest, fees, costs, charges and expenses shall, at the option of the Promisee, automatically become immediately due and payable.

## **7. EVENTS OF DEFAULT**

All amounts due under this Promissory Note shall, at the option of the Promisee, immediately become due and payable without any notice to the Promisor, if anyone or more of the following events of default has occurred and is continuing:

- a. the Promisor fails to make payment when due of the Principal Amount and such default remains unremedied for more than five (5) days after notice thereof from the Promisee to the Promisors;
- b. the Promisor fails to observe or perform any of the Promisor's other obligations or covenants under this Promissory Note and such default continues for five (5) days after notice thereof from the Promisee to the Promisor;
- c. if a writ of execution, garnishment or attachment or similar process is issued or levied against the Promisor or their property and such writ, execution, garnishment, attachment or similar process is not released, bonded, satisfied, discharged, vacated or stayed within five (5) days after its entry, commencement or levy;
- d. if the Promisor commits an act of bankruptcy, becomes insolvent, goes into liquidation, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; if a bankruptcy petition is filed or presented against the Promisor and is not actively contested in good faith by appropriate proceedings and discharged within five (5) days or if a custodian, sequestrator, receiver, receiver and manager or any other officer with similar powers is appointed in respect of the Promisor or for any part of the property thereof which, in the reasonable opinion of the Promisee, is a substantial part;
- e. if the Promisor makes a general assignment for the benefit of its creditors or a bulk sale of all or substantially all of its property or assets;
- f. if an encumbrancer takes possession of a substantial part of the Promisor's business or if

a distress or execution or any similar process is enforced against a substantial part of the Promisor's business and remains unsatisfied for so long as would permit any part of such property to be sold thereunder; or

- g. if any representation or warranty contained herein or made in any certificate, financial statements or other document delivered to the Promisee shall have been found to be false or incorrect in any material respect as of its date of making and such defect cannot be rectified to the satisfaction of the Promisee within five (5) days after delivery of written notice thereof to the Promisor.

## **8. REIMBURSEMENT OF FEES AND EXPENSES**

The Promisor shall pay to the Promisee all costs and expenses, including but not limited to all legal fees and expenses on a full indemnity basis, in connection with the collection of any amount required to be paid under this Promissory Note or enforcement of this Promissory Note.

## **9. WAIVER BY THE PROMISOR**

The Promisor waives demand, presentment for payment, notice of non-payment, notice of dishonor, notice of acceleration, and notice of protest of this Promissory Note. The Promisor also waives the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any setoffs or counterclaims which the Promisor may have against the Promisee.

## **10. NO WAIVER BY THE PROMISEE**

Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Promisee to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Promisee of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Promisee further exercise of such right or remedy or any other right or remedy.

## **11. AMENDMENT**

This Promissory Note may not be amended except pursuant to a written instrument executed by the Promisee and the Promisor.

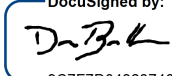
## **12. GOVERNING LAW AND SUCCESSORS**

This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Promisee and its successors, and shall be binding on the

Promisor and their estate trustee(s), and successors.

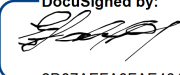
**IN WITNESS WHEREOF** the Promisors has executed this Promissory Note effective as of May 13, 2024.

Executed in the presence of

DocuSigned by:  
  
9C7F7D043237461...

Solicitor: David Badham

)  
)  
)  
)

DocuSigned by:  
  
2D87AEFA8FAE464...

) The Promisor - First Global Financial Corp.

**Acknowledgement by Promisee's**

**DATED** at Toronto this 13<sup>th</sup> day of May, 2024.

DocuSigned by:  
  
036A2C0A7E7243F...

The Promisee – Balwinder Cheema

# APPENDIX 50

**From:** Brennan Brar <brennan@brartamber.com>  
**Sent:** January 9, 2026 2:32 PM  
**To:** Mark van Zandvoort  
**Cc:** Kyle Plunkett; Calvin Horsten; Roula Khairalla  
**Subject:** Re: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership  
**Attachments:** 05132024\_004.pdf; 05032024\_026.pdf; Assignment Agreement - FGFC to BC (Halton Park).pdf; HR2031553.pdf; HR2031553\_Instrument\_Statement\_61.pdf; Promissory Note (FGF to BC).pdf; HR2030329 reg notice.pdf; HR2030329\_Instrument\_Statement\_61.pdf

 **This message could be suspicious**

- The sender's email address couldn't be verified.
- This is their first mail to some recipients.

Report or Mark Safe

Hi Mark,

Further to my previous email, we are writing on behalf of Mr. Tolfa and Mr. Cheema in response to your letters dated December 22, 2025 to confirm that our clients consent to the release of the VTB Proceeds to the Receiver, and to provide the following explanation of our clients' limited involvement in these matters. For clarity and transparency, at that time our firm was engaged by First Global Financial Corp., and although that engagement ended in the first half of last year, I wanted to ensure that there was no confusion.

Each of Mr. Cheema and Mr. Tolfa, separately and at different times (approximately 10 days apart), but in similar circumstances provided a one-off short term private loan to First Global Financial Corp. In each case, they were introduced to First Global Financial Corp. by (distinct) mutual acquaintances on the basis that First Global urgently required financing in order to pay extension deposits to a receiver from whom First Global was purchasing properties out of a power of sale process. As security for the loans, each of Mr. Cheema and Mr. Tolfa were offered the assignment of a portion of a receivable in the form of a VTB with a payment date the next month. Each of these loans (and related security) was documented in a promissory note and assignment agreement, copies of which are attached, and in each case funds were advanced to First Global in the amounts contemplated. These loans constitute the entire involvement of Mr. Cheema and Mr. Tolfa in the matters and with the parties discussed in your letter.

Unfortunately, the VTB that each held as security was not paid when it came due but rather at some point in 2025. The amounts owing under the promissory notes, respectively, were paid to Mr. Cheema and Mr. Tolfa at the time the VTB was paid, with the remainder being paid into trust with SimpsonWigle. This was in accordance with the Order of Justice MacNeil in October 2024, who excluded the funds owing under the loans from the amount that she ordered be held in trust.

Please let me know if you have any further questions.

Regards,  
Brennan

930

**Brennan Jit Brar, LL.B**

Managing Partner  
Brar Tamber Rigby Badham PC

The Galleries  
25 Morrow Avenue, Suite 100  
Toronto, Ontario, Canada, M6R 2H9

Tel: 647-477-0330 x 331  
Cel: 416-629-2471

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---

**From:** Mark van Zandvoort <mvanzandvoort@airdberlis.com>  
**Sent:** January 5, 2026 5:15 PM  
**To:** Brennan Brar <brennan@brartamber.com>  
**Cc:** Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; Roula Khairalla <rkhairalla@airdberlis.com>  
**Subject:** RE: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Brennan,

A response by the end of this week will suffice. We look forward to hearing from you.

Regards,

Mark

**Mark van Zandvoort**  
Partner

T 416.865.4742  
E mvanzandvoort@airdberlis.com

**Aird & Berlis LLP** | Lawyers  
Toronto | Vancouver

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---

**From:** Brennan Brar <brennan@brartamber.com>  
**Sent:** January 5, 2026 11:56 AM  
**To:** Mark van Zandvoort <mvanzandvoort@airdberlis.com>  
**Subject:** MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Good afternoon Mark,

I am in receipt of your letters sent to both Mr. Tofla and Mr. Cheema with respect to the above ~~931~~ matter.

I note the deadline of today's date, however, this is our first day back in office and so I trust that a response by the end of the week will be sufficient.

Thank you,

**Brennan Jit Brar, LL.B**

Managing Partner  
Brar Tamber Rigby Badham PC

✉ [brennan@brarlayers.com](mailto:brennan@brarlayers.com)

📞 [647.477.0330](tel:647.477.0330)

📠 [647.477.0329](tel:647.477.0329)

📍 The Galleries  
25 Morrow Avenue, Suite 100,  
Toronto, ON M6R 2H9



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---

**From:** Brennan Brar <brennan@brartamber.com>  
**Sent:** February 10, 2026 2:13 PM  
**To:** Roula Khairalla  
**Cc:** Mark van Zandvoort; Calvin Horsten; Kyle Plunkett  
**Subject:** Re: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

**This message could be suspicious**

- The sender's email address couldn't be verified.

Report or Mark Safe

Good afternoon,

I can confirm that both Mr. Cheema and Mr. Tofla have consented and your firm is authorized to sign on their behalf.

Thank you,

**Brennan Jit Brar, LL.B**

Managing Partner  
Brar Tamber Rigby Badham PC

The Galleries  
25 Morrow Avenue, Suite 100  
Toronto, Ontario, Canada, M6R 2H9

Tel: 647-477-0330 x 331  
Cel: 416-629-2471

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---

**From:** Roula Khairalla <rkhairalla@airdberlis.com>

**Sent:** February 9, 2026 08:01

**To:** Brennan Brar <brennan@brartamber.com>

**Cc:** Mark van Zandvoort <mvanzandvoort@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; Kyle Plunkett <kplunkett@airdberlis.com>

**Subject:** RE: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Good morning Mr. Brar,

Can you please either provide your clients' signed consents, or sign on their behalf, before close of business today?

We are trying to secure a February 23<sup>rd</sup> hearing date and require these consents as soon as possible.

Thanks,

Roula

**Roula Khairalla**  
Associate | Lawyer

T 416.865.7759  
E [rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)

**Aird & Berlis LLP**  
Toronto | Vancouver

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---

**From:** Brennan Brar <[brennan@brartamber.com](mailto:brennan@brartamber.com)>  
**Sent:** February 5, 2026 12:20 PM  
**To:** Roula Khairalla <[rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)>  
**Cc:** Mark van Zandvoort <[mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)>; Calvin Horsten <[chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)>; Kyle Plunkett <[kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)>  
**Subject:** Re: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Good afternoon,

I should have them over to you today.

Thank you,

**Brennan Jit Brar, LL.B**  
Managing Partner  
Brar Tamber Rigby Badham PC

The Galleries  
25 Morrow Avenue, Suite 100  
Toronto, Ontario, Canada, M6R 2H9

Tel: 647-477-0330 x 331  
Cel: 416-629-2471

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---

**From:** Roula Khairalla <[rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)>  
**Sent:** February 5, 2026 11:56  
**To:** Brennan Brar <[brennan@brartamber.com](mailto:brennan@brartamber.com)>  
**Cc:** Mark van Zandvoort <[mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)>; Calvin Horsten <[chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)>; Kyle Plunkett <[kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)>  
**Subject:** RE: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Hi Mr. Brar,

Please let us know if we can expect the consents this week.

Thanks,

Roula

**Roula Khairalla**  
Associate | Lawyer

T 416.865.7759  
E [rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)

**Aird & Berlis LLP**  
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---

**From:** Roula Khairalla  
**Sent:** February 3, 2026 12:56 PM  
**To:** 'Brennan Brar' <[brennan@brartamber.com](mailto:brennan@brartamber.com)>  
**Cc:** Mark van Zandvoort <[mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)>; Calvin Horsten <[chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)>; Kyle Plunkett <[kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)>  
**Subject:** RE: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Thank you - we look forward to receiving the signed consents.

**Roula Khairalla**  
Associate | Lawyer

T 416.865.7759  
E [rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)

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Toronto | Vancouver

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---

**From:** Brennan Brar <[brennan@brartamber.com](mailto:brennan@brartamber.com)>  
**Sent:** February 3, 2026 12:22 PM  
**To:** Roula Khairalla <[rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)>  
**Cc:** Mark van Zandvoort <[mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)>; Calvin Horsten <[chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)>; Kyle Plunkett <[kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)>  
**Subject:** Re: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Good afternoon Roula,

Apologize for the delay, I have been away, I return to morning. I will send the documents over to my clients immediately.

Thank you,

**Brennan Jit Brar, LL.B**

Managing Partner  
Brar Tamber Rigby Badham PC

936

The Galleries  
25 Morrow Avenue, Suite 100  
Toronto, Ontario, Canada, M6R 2H9

Tel: 647-477-0330 x 331  
Cel: 416-629-2471

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---

**From:** Roula Khairalla <[rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)>  
**Sent:** February 2, 2026 9:27 AM  
**To:** Brennan Brar <[brennan@brartamber.com](mailto:brennan@brartamber.com)>  
**Cc:** Mark van Zandvoort <[mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)>; Calvin Horsten <[chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)>; Kyle Plunkett <[kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)>  
**Subject:** RE: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Good morning Mr. Brar,

Please provide us with a signed copy of the consent, which I re-attach to this email, as soon as possible.

Thank you,

Roula

**Roula Khairalla**  
Associate | Lawyer

T 416.865.7759  
E [rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)

**Aird & Berlis LLP**

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---

**From:** Roula Khairalla  
**Sent:** January 30, 2026 9:47 AM  
**To:** 'Brennan Brar' <[brennan@brartamber.com](mailto:brennan@brartamber.com)>  
**Cc:** Mark van Zandvoort <[mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)>; Calvin Horsten <[chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)>; Kyle Plunkett <[kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)>  
**Subject:** RE: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Good morning Mr. Brar,

I am following up on my email below. Please provide a signed copy of the consent by end of day today.

Thank you,

**Roula Khairalla**  
Associate | Lawyer

T 416.865.7759  
E [rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)

**Aird & Berlis LLP**  
Toronto | Vancouver

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If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

---

**From:** Roula Khairalla  
**Sent:** January 28, 2026 1:12 PM  
**To:** 'Brennan Brar' <[brennan@brartamber.com](mailto:brennan@brartamber.com)>  
**Cc:** Mark van Zandvoort <[mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)>; Calvin Horsten <[chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)>; Kyle Plunkett <[kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)>  
**Subject:** RE: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Good afternoon Mr. Brar,

Further to the below, please find attached a written consent and draft order for the motion the Receiver will bring for the release of the VTB Proceeds.

Please return an executed copy of the consent today, and in any event by no later than **January 30, 2026**.

Thank you,

Roula

**Roula Khairalla**  
Associate | Lawyer

T 416.865.7759  
E [rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)

**Aird & Berlis LLP**  
Toronto | Vancouver

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---

**From:** Brennan Brar <[brennan@brartamber.com](mailto:brennan@brartamber.com)>  
**Sent:** January 9, 2026 2:32 PM  
**To:** Mark van Zandvoort <[mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)>  
**Cc:** Kyle Plunkett <[kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)>; Calvin Horsten <[chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)>; Roula Khairalla <[rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)>  
**Subject:** Re: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Hi Mark,

Further to my previous email, we are writing on behalf of Mr. Tolfa and Mr. Cheema in response to your letters dated December 22, 2025 to confirm that our clients consent to the release of the VTB Proceeds to the Receiver, and to provide the following explanation of our clients' limited involvement in these matters. For clarity and transparency, at that time our firm was engaged by First Global Financial Corp.,

and although that engagement ended in the first half of last year, I wanted to ensure that there ~~was~~<sup>938</sup> no confusion.

Each of Mr. Cheema and Mr. Tolfa, separately and at different times (approximately 10 days apart), but in similar circumstances provided a one-off short term private loan to First Global Financial Corp. In each case, they were introduced to First Global Financial Corp. by (distinct) mutual acquaintances on the basis that First Global urgently required financing in order to pay extension deposits to a receiver from whom First Global was purchasing properties out of a power of sale process. As security for the loans, each of Mr. Cheema and Mr. Tolfa were offered the assignment of a portion of a receivable in the form of a VTB with a payment date the next month. Each of these loans (and related security) was documented in a promissory note and assignment agreement, copies of which are attached, and in each case funds were advanced to First Global in the amounts contemplated. These loans constitute the entire involvement of Mr. Cheema and Mr. Tolfa in the matters and with the parties discussed in your letter.

Unfortunately, the VTB that each held as security was not paid when it came due but rather at some point in 2025. The amounts owing under the promissory notes, respectively, were paid to Mr. Cheema and Mr. Tolfa at the time the VTB was paid, with the remainder being paid into trust with SimpsonWigle. This was in accordance with the Order of Justice MacNeil in October 2024, who excluded the funds owing under the loans from the amount that she ordered be held in trust.

Please let me know if you have any further questions.

Regards,  
Brennan

**Brennan Jit Brar, LL.B**

Managing Partner  
Brar Tamber Rigby Badham PC

The Galleries  
25 Morrow Avenue, Suite 100  
Toronto, Ontario, Canada, M6R 2H9

Tel: 647-477-0330 x 331  
Cel: 416-629-2471

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---

**From:** Mark van Zandvoort <[mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)>  
**Sent:** January 5, 2026 5:15 PM  
**To:** Brennan Brar <[brennan@brartamber.com](mailto:brennan@brartamber.com)>  
**Cc:** Kyle Plunkett <[kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)>; Calvin Horsten <[chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)>; Roula Khairalla <[rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)>  
**Subject:** RE: MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Brennan,

A response by the end of this week will suffice. We look forward to hearing from you.

Regards,

Mark

**Mark van Zandvoort**  
Partner

T 416.865.4742  
E [mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)

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---

**From:** Brennan Brar <[brennan@brartamber.com](mailto:brennan@brartamber.com)>  
**Sent:** January 5, 2026 11:56 AM  
**To:** Mark van Zandvoort <[mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)>  
**Subject:** MIZUE FUKIAGE et al V. CLEARVIEW GARDEN ESATES INC. et al - Receivership

Good afternoon Mark,

I am in receipt of your letters sent to both Mr. Tofla and Mr. Cheema with respect to the above noted matter.

I note the deadline of todays date, however, this is our first day back in office and so I trust that a response by the end of the week will be sufficient.

Thank you,

**Brennan Jit Brar, LL.B**  
Managing Partner  
Brar Tamber Rigby Badham PC

✉ [brennan@brarlawyers.com](mailto:brennan@brarlawyers.com)

📞 647.477.0330

📠 647.477.0329

📍 The Galleries  
25 Morrow Avenue, Suite 100,  
Toronto, ON M6R 2H9

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 **BRAR TAMBER RIGBY BADHAM**  
A LAW FIRM



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# APPENDIX 51

**Properties**

*PIN* 25022 - 0014 LT

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

*Address* HALTON HILLS

**Source Instruments**

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
HR2028433	2024 04 26	Transfer Of Charge

**Transferor(s)**

This transfer of charge affects all lands that the charge is against which are outstanding.

*Name* FIRST GLOBAL FINANCIAL CORP.  
*Address for Service* PH5-801 Lawrence Avenue East  
Toronto, Ontario, M3C 3W2

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

<b>Transferee(s)</b>	<i>Capacity</i>	<i>Share</i>
----------------------	-----------------	--------------

<i>Name</i> IANDOLI, DANNY		
<i>Address for Service</i> 2803-50 Yorkville Avenue		
Toronto, Ontario, M4W 0A3		

**Statements**

The chargee transfers the selected charge for monies owed.  
This document relates to registration number(s)HR1665994

**Signed By**

Shirley Mak	201-1001 Sandhurst Circle Scarborough M1V 1Z6	acting for Transferor(s)	Signed	2024 09 20
-------------	---	-----------------------------	--------	------------

Tel 416-293-6000  
Fax 416-293-4027

I have the authority to sign and register the document on behalf of all parties to the document.

Shirley Mak	201-1001 Sandhurst Circle Scarborough M1V 1Z6	acting for Transferee(s)	Signed	2024 09 20
-------------	---	-----------------------------	--------	------------

Tel 416-293-6000  
Fax 416-293-4027

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

COHEN BARRISTERS & SOLICITORS	201-1001 Sandhurst Circle Scarborough M1V 1Z6		2024 09 20
-------------------------------	---	--	------------

Tel 416-293-6000  
Fax 416-293-4027

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$69.95
<i>Total Paid</i>	\$69.95

**MIZUE FUKIAGE et al.**  
Applicants

- and -

**CLEARVIEW GARDEN ESTATES INC. et al.**  
Respondents

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

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

Proceedings commenced at Toronto

**MOTION RECORD OF THE RECEIVER, KSV  
RESTRUCTURING INC.**

**AIRD & BERLIS LLP**

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

**Mark van Zandvoort (LSO No. 59120U)**

Email: [mvanzandvoort@airdberlis.com](mailto:mvanzandvoort@airdberlis.com)

**Kyle Plunkett (LSO No. 61044N)**

Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

**Calvin Horsten (LSO No. 90418I)**

Email: [chorsten@airdberlis.com](mailto:chorsten@airdberlis.com)

**Roula Khairalla (LSO No. 90775A)**

Email: [rkhairalla@airdberlis.com](mailto:rkhairalla@airdberlis.com)

Tel: (416) 863-1500

*Lawyers for the Receiver*