

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

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, MAHTAB NALI also known as MAHTAB
NALI PILEHVAR also known as MAHTAB PILEHVAR and 2621598 ONTARIO INC.
doing business as NALI AND ASSOCIATES**

Defendants

**MOTION RECORD OF THE PLAINTIFF – VOLUME IV
(*Ex Parte* Motion for *Mareva* Injunction and *Norwich* Order)**

August 1, 2025

AIRD & BERLIS LLP

Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Mark van Zandvoort (LSO No. 59120U)

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Adrienne Ho (LSO No. 68439N)

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Calvin Horsten (LSO No. 90418I)

Email: chorsten@airdberlis.com

Lawyers for the Plaintiff

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doing business as NALI AND ASSOCIATES**

Defendants

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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

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.

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.

- (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

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

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;

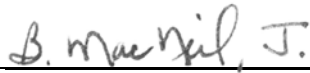
14. **THIS COURT ORDERES** that the Applicants shall promptly notify Evangelista Tolfa of this Order by providing her with a copy of same by way of registered mail sent to the address listed for Evangelista Tolfa in the Assignment Agreement dated May 3, 2024 attached as a schedule to the Notice Registered 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.

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

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]

(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

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

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

- (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

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

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

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;

- (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:

- (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%.

- (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”)

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.

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

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;

- (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

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

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:

- (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

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.

- (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:

- (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;

- (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;

- (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”).

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

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;

- (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;

- (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 Greenvally Estates Inc. (“**Greenvally**”), 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**”).

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

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;

- (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.

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**”):

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

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

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.

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.

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;

- (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.

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:

- (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

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;

- (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;

- (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;

- (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

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

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.

- (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.

- (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

- (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.

(Date of issue)

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TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and- FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-87580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

AMENDED NOTICE OF APPLICATION

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Respondents

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

ORDER

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APPENDIX TT

The application submitted to the court by the Claimants, "Randy Hoffner, Pauline Hoffner, and Trans Global Partners Limited," is factually incorrect, misleading, and reflects a misunderstanding of the underlying agreements. Additionally, it is an abuse of legal process. We are concerned that Simpson Wigle LLP, representing the Claimants, has not conducted a thorough review of the documents or exchanged materials that pertain to this matter.

1. Share Purchase Agreement (SPA) Overview

Date of Agreement: June 4, 2024

Parties:

- **Vendor:** Trans Global Partners Limited (TGP)
- **Purchaser:** 2630306 Ontario Inc., operating as PayBank Financial (PFI)

According to the SPA, all shares of Trans Global Partners Limited were transferred to PayBank Financial Inc., a company owned and operated by Behzad Pilehver. Consequently, Trans Global Partners Limited is now a subsidiary of PayBank Financial, a.k.a. 2630306 Ontario Inc.

Please see “**TAB-1**”

2. Key Clauses in the SPA

1. **Clause 1(c):** The Vendor represents that it holds USD 143 million in investment certificates, and PFI has agreed to provide a CAD 100 million repayment guarantee to 3,000 investors within 36 months post-closing.
2. **Clause 2(a)(ii):** The Vendor must ensure compliance with the Ontario Securities Commission (OSC) and other regulatory bodies.

Despite assurances of daily communications, there is no evidence that the Claimant has registered as a Public Investment Fund with OSC, CSC, or FSRA, while the entity operated as a Canadian company managed by a Canadian resident.

Please see “**TAB-2**”

3. **Clause 4:**
 - **4(a):** The Vendor will execute the necessary stock transfer forms for TGP shares at the closing.
 - **4(b):** The Vendor will deliver all required closing documents, including the resignation of TGP’s officers and directors, with indemnity provided to the Purchaser and PFI.

We urge the court and Simpson Wigle LLP to consult the complete report on the share transfer and indemnity agreement, as well as the corporate structure and ownership established when Trans Global Partners Limited was transferred to PFI. The SPA consistently refers to Trans Global Partners Limited, not to any individuals.

Please see “**TAB-3**”

3. Misrepresentations in Syndication and Mortgage Transfer Practices

Your client has historically retained property taxes on a monthly basis from co-owners of undivided land, without engaging in a Syndication Mortgage structure where funds are pooled to purchase property. As per Clause 19 of the Co-Ownership Agreement, your client lacks the legal authority to redeem, transfer, or sell third-party assets under the original agreement with undivided co-owners. A copy of this agreement is available upon request.

The SPA stipulates specific responsibilities regarding compliance, particularly in securities and anti-money laundering. We have no record of sales or of reporting obligations fulfilled for the following properties or mortgages:

- **Greenvalley Estates II Inc.:** 2310 Dingman Drive, London, Ontario, with a mortgage of \$7,800,000 in favor of Halton Park Inc.
- **Halton Park Inc.:** East Side of Regional Road 25, Halton, Ontario, with a mortgage to Falco Properties.

Furthermore, there is no evidence to support the handling of second charges on these properties for the benefit of the companies and co-owners.

5. Unauthorized Mortgage Transfers

Your client appears to have transferred mortgages without proper authority to third parties, including Elena and Vincent Salvatore and First Global Financial Corporation, prior to the SPA closing on June 4, 2024. We request an explanation on the following properties, where mortgages were improperly transferred:

- **Clearview Park Inc.:**
 - **Address:** 1192 Simcoe County Road 7, Stayner, Ontario
 - **Second Mortgage:** \$8,000,000, improperly transferred to First Global Financial Corporation, which has since taken actions that are potentially illegal.
- **Stayner Properties:**
 - **Clearview Garden Estates Inc.:** \$13,001,142
 - **Bridle Park Inc.:** \$12,969,738
 - **Bridle Park II Inc.:** \$9,999,762

We are not aware of the basis or authority under which these mortgages were obtained or their proceeds managed, nor of any rightful transfers to third parties.

6. Compliance Failures per Regulatory Requirements

Your client has failed to fulfill obligations to property owners, investors, and taxpayers under various sections of the Ontario Securities Commission, Canadian Securities Commission, and FSRA regulations. Specific instances are appended in the accompanying documentation. Please see “Appendix”

7. Share Purchase Agreement with First Global Financial Corporation

In the SPA dated June 4, 2024, between

TGP Canada Management Inc. (Vendor)

and

First Global Financial Corp. (Purchaser):

- **Clause 4(b):** The Vendor is required to secure the resignations of all corporate officers and directors, providing indemnification for the Purchaser and PFI.
- **Clause 6(c):** Regarding public announcements to investors, despite having communicated notices to investors previously, Claimants Tim Shields and Randy Hoffner instructed us to refrain from any such disclosures, citing potential litigation or criminal repercussions.

Please see “**TAB-4**”

- **Duty to Notify and Cooperate:** Must promptly inform the Indemnifiers of claims and provide necessary documentation for defense.
- **Limitation in Criminal Matters:** TGP assumes full liability for criminal actions, with no indemnity from Paybank/FGFC.

Please see **“TAB_5”**

Your client failed to disclose under going litigations with various parties “Co-Owners” in Philippines, Japan and here in Canada with CBJ Development. Before the Closing of June 4th, Agreement.

Additionally in your Claim you Referred to the parties:

Mr. Randy Hoffner and Ms.Pauline Hoffner

According to June 4th, agreement between:

Pauline Hoffner **“Seller”**

&

First Global Financial Corporation **“Purchaser”**

&

TGP Property Management Inc. **“Corporation”**

Please see **“TAB-6”**

Article 1.b clearly States the following:

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”**).

And secured by way of “Promissory Note” Secured on 11720 Highway 27, Vaughan, Ontario. The promissory note witnessed by a lawyer who came to our attention that Debtor was under Examination by other Creditors at the time of signing.

Please see **“TAB-7”**

As we have several TGP in this case I assume you referred to the Wrong TGP

According to another June 4th, agreement between: Randy Hoffner **“Seller”**

&

First Global Financial Corporation **“Purchaser”**

&

1837732 Ontario Limited. **“the Corporation”**

Article 1.b clearly States the following:

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**”).

And according to Clause 3(d) There is no legal action or suit pending against any party, to the knowledge of the Purchaser, that would materially affect this Agreement.

And secured by way of “Promissory Note” Secured on 11720 Highway 27, Vaughan, Ontario. The promissory note witnessed by a lawyer who came to our attention that debtor was under Examination by other Creditors at the time of closing.

Please see “**TAB-9**”

London properties Closing:

Referring to various Email Exchanges Here attached as “**TAB-10**”

Assignment of Rights on Behalf of the Co-Owners “**TAB-11**”

- ✓ Referred to Rosemarie A. Fisher of SW Email Dated: August 20th, 2024, 6:31 PM
- ✓ Referred to Rosemarie A. Fisher of SW Email Dated: August 21st, 2024, 4:31 PM
- ✓ Referred to Rosemarie A. Fisher of SW Email Dated: August 28th, 2024, 4:05 PM
- ✓ Referred to Rosemarie A. Fisher of SW Email Dated: September 20th, 2024, 7:42 PM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: August 29th, 2024, 1:47 PM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: August 29th, 2024, 1:56 PM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: August 29th, 2024, 1:59 PM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: August 29th, 2024, 3:03 PM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 19th, 2024, 8:26 PM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 20th, 2024, 10:03 AM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 20th, 2024, 10:11 AM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 20th, 2024, 2:29 PM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 20th, 2024, 3:01 PM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 20th, 2024, 5:19 PM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 20th, 2024, 4:45 PM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 24th, 2024, 10:51 AM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 24th, 2024, 11:18 AM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 24th, 2024, 11:32 AM
- ✓ Referred to Gokcin Nalsok of SW Email Dated: September 26th, 2024, 6:04 PM
- ✓ Referred to Pauline Hoffner Email Dated: September 19th, 2024, 10:44 AM
- ✓ Referred to Pauline Hoffner Email Dated: September 19th, 2024, 1:01 PM
- ✓ Referred to Pauline Hoffner Email Dated: September 20th, 2024, 12:25 PM
- ✓ Referred to Pauline Hoffner Email Dated: September 20th, 2024, 1:14 PM
- ✓ Referred to Pauline Hoffner Email Dated: September 20th, 2024, 12:14 PM
- ✓ Referred to Pauline Hoffner Email Dated: September 23rd, 2024, 8:50 PM
- ✓ Referred to Pauline Hoffner Email Dated: September 11th, 2024, 5:16 PM
- ✓ Referred to Randy Hoffner Hoffner Email Dated: August 22nd, 2024, 2:21 PM
- ✓ Referred to Randy Hoffner Hoffner Email Dated: August 30th, 2024, 5:19 PM
- ✓ Referred to Randy Hoffner Hoffner Email Dated: September 5th, 2024, 2:32 PM
- ✓ Referred to Randy Hoffner Hoffner Email Dated: September 4th, 2024, 5:31 PM
- ✓ Referred to Randy Hoffner Hoffner Email Dated: September 6th, 2024, 12:12 PM

- ✓ Referred to Randy Hoffner Hoffner Email Dated: September 5th, 2024, 9:59 PM
- ✓ Referred to Randy Hoffner Hoffner Email Dated: September 13th, 2024, 3:16 PM
- ✓ Referred to Randy Hoffner Hoffner Email Dated: September 20th, 2024, 4:51 PM
- ✓ Referred to Randy Hoffner Hoffner Email Dated: September 23rd, 2024, 3:11 PM
- ✓ Referred to Timothy Shields Email Dated: September 23rd, 2024, 9:18 PM
- ✓ Referred to Timothy Shields Email Dated: August 6th, 2024, 5:31 PM
- ✓ Referred to Timothy Shields Email Dated: August 20th, 2024, 7:39 PM
- ✓ Referred to Timothy Shields Email Dated: August 27th, 2024, 3:53 PM
- ✓ Referred to Timothy Shields Email Dated: August 28th, 2024, 7:15 PM
- ✓ Referred to Timothy Shields Email Dated: August 30th, 2024, 4:44 PM
- ✓ Referred to Timothy Shields Email Dated: September 3rd, 2024, 9:52 AM
- ✓ Referred to Timothy Shields Email Dated to Jack Sousa: September 19th, 2024, 10:49 PM
- ✓ Referred to Timothy Shields Email Dated to Jack Sousa: September 20th, 2024, 8:51 AM
- ✓ Referred to Timothy Shields Email Dated to Jack Sousa: September 20th, 2024, 8:41 AM
- ✓ Referred to Timothy Shields Email Dated to Jack Sousa
- ✓ Referred to Timothy Shields Email Dated to Jack Sousa
- ✓ Referred to Timothy Shields Email Dated to Jack Sousa
- ✓ Referred to Timothy Shields Email Dated to Jack Sousa

Also referred to the **agreement Dated September 11th, 2024**

Here attached as **“TAB-12”**

And Share Purchase Agreement Dated: September 12th, 2024

Between:

London Valley IV Inc. Represented by Mr. Randy Hoffner (Hereinafter referred to as the "Seller")

AND

TGP Canada Management Inc. Represented by Mr. Behzad Pilehver (Hereinafter referred to as the "Purchaser")

Here Attached as **“TAB-13”**

And Share Purchase Agreement Dated: September 12th, 2024

Between:

TSI International Canada Inc. Represented by Mr. Randy Hoffner (Hereinafter referred to as the "Seller")

AND

TGP Canada Management Inc. Represented by Mr. Behzad Pilehver (Hereinafter referred to as the "Purchaser")

Here attached as **“TAB-14”**

And Corporate Transfer and Settlement Agreement Dated: September 11th, 2024

Here Attached as **“TAB-15”**

And Resignation and Appointment of New Director Dated: September 11th, 2024

Here attached as **“TAB-16”**

misrepresentation by your firm and your client.

We are requesting your firm and your client in taking action by enforcing the Shares and honouring the September 11th, agreement “I remember you referred your client didn’t have any authority to bind the said agreement which we consider as another mis pretence and mis representation which subjects also to criminal rules of Ontario-Canada.

From this moment on my Counsel Parminder Hundal is the appointed lawyer from 2630306 Ontario Inc.

TGP Canada Management Inc.

Trans Global Partners Limited. and will over see the coordination with our other legal counsels at Gowling WLG.

The Transaction here known to all parties as London Properties Sales to Farhi Farming Corporation, described as:

1. **6172 Colonel Talbot Rd,**
2. **5980 Colonel Talbot Rd,**
3. **Wonderland Rd S LONDON**

We require you and your client’s immediate attention and unequivocal commitment to fully honor all prior agreements executed by your client including but not limited to **September 11th, 2024, Agreement.**

Confirmation of your acceptance of the terms set forth in this Letter must be received no later than End of Day on Monday, November 4th, 2024.

Should you fail to comply, we will petition the court to revoke your application under **Rule 25.11 of the Ontario Rules of Civil Procedure**, which empowers the court to strike out or amend any pleading deemed scandalous, frivolous, vexatious, or an abuse of the court’s process.

In addition, we intend to seek an oppression remedy under **Section 248 of the Ontario Business Corporations Act (OBCA)**, thereby safeguarding the rights and interests of shareholders against conduct that is oppressive, unfairly prejudicial, or disregards their rights.

Closing of London Property

Furthermore, we reserve the right to withhold approval of any sale or disposition unless all closing documents are prepared solely by Parminder Hundal of Hundal Law. This requirement is in strict accordance with the **Residential Real Estate Transactions Practice Guidelines** as established by the Law Society of Ontario, ensuring that all legal representation and documentation adhere to the highest standards of accuracy and compliance with relevant laws and obligations. Additionally, we emphasize that the distribution of funds must proceed strictly in line with the terms outlined in the prior agreement dated September 11, 2024, with no deviation permitted.

Please see “**TAB-17**”

These actions and conditions are enforced on behalf of approximately 3,500 co-owners who have collectively invested approximately \$143,000,000.00 USD, representing their life savings, into the land banking scheme in question, initiated in the early 2000s. We trust that you understand the serious nature of this matter and the potential legal consequences should these terms not be met in their entirety.

We are surprised that your firm didn't look closer into the documents served upon the court, misconducting the court materials and Misrepresentation of Evidence will lead in Abusive of Process to other parties. is not a proper way to collect the past due payments of your client to your firm.

Finally, Under **Rule 16 of Civil Procedure** please keep us on the record of any future applications or services by your firm on behalf of your client.

Our proper way of service is

Email : Ben@sandgecko.ca

Email:Pam@hundallaw.ca

Address: 50 west wilmot, Richmondhill, Ontario, L4B 1M5

Sincerely,

Behzad (Ben)Pilehver "Chairman"

Ralph Cannonaco "President"

For and on behalf of:

- TGP Canada Management Inc.
- 2630306 Ontario Inc. operating as Paybank Financial
- Trans Global Partners Limited.

APPENDIX UU



ENDORSEMENT SHEET FOR CIVIL MOTION/APPLICATION

SHORT TITLE OF PROCEEDINGS: TRANS GLOBAL PARTNERS LIMITED ET AL V.
FIRST GLOBAL FINANCIAL CORP ET AL

COURT FILE NO.: CV-24-00087580-0000

BEFORE: JUSTICE L, SHEARD. --

HEARD ON: 19-NOV-2024

COUNSEL:

George Limberis, **SIMPSON WIGLE LAW LLP** for the moving party or applicant
David Badham, Brar Tamber Rigby Badham PC for respondents First Global Financial Corp, Elena Salvatore, Vincent Salvatore, Tiberis Capital Corp
Adam Wygodny, WagnerSidlofsky LLP for respondent Danny Iandoli

RELIEF REQUESTED: An order providing direction on the closing of certain properties to be sold pursuant to the Order of Justice MacNeil dated October 31, 2024 pursuant to a yet to be filed Motion. Setting a timetable for Ben Pilehver and/or TGP Canada Management Inc., non-parties to the herein proceedings, to bring a motion to seek intervenor status with respect to same and to file responding materials, pursuant to a yet to be filed motion. Setting a timetable for the hearing of all remaining issues in the Application.

☐ **ORDER SIGNED**

☐ **ON CONSENT**

☐ **UNOPPOSED**

☐ **NO ONE APPEARED**

☐ **ADJOURNED TO** [Click here to enter a date.](#)

ENDORSEMENT:

ON CONSENT Unless ordered otherwise the Order of Justice McNeil made on 31 October 2024 ("McNeil") remain in full force and effect

On consent paragraphs 6/7/8/9 of McNeil Order shall not be enforced pending further order of court
On consent the sales proceeds and payment - less legal fees - are to be held in trust by Simpson Wigle Law LLP until further order of the court

With respect to paragraph 10 of McNeil Order the following words shall be added:

"without prejudice to the right, if any, of the respondents - First Global Financial Corp, Elena Salvatore, Vincent Salvatore and Tiberis Capital Corp- to seek reimbursement of daily interest, payable by reason of the adjournment today caused by one or more of the non parties, from one or more of those parties.

The application is adjourned to Dec 5 2024 to be spoken to for the purpose of allowing parties to reach agreement allowing the sale of the properties and to advise the court of a timetable for the hearing or the



Superior Court of Justice – Central South Region

Date: Click or tap here to enter text.

Justice Click or tap here to enter text.

APPENDIX VV



**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE BORDIN

)
)
)

THURSDAY, THE 5th
DAY OF DECEMBER, 2024

BETWEEN:

**TRANS GLOBAL PARTNERS LIMITED, RANDRY HOFFNER
and PAULINE HOFFNER**

Applicants

- and -

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

Respondents

ORDER

THIS APPLICATION was heard this day by way of video conference, at the courthouse at 45 Main Street East, Hamilton, Ontario;

ON HEARING the submissions counsel for the parties and being advised that counsel for the parties and the non-party/proposed intervenor, TGP Canada Management Inc., consent to the Order,

1. **THIS COURT ORDERS** that the parties and the non-party/proposed intervenor, TGP Canada Management Inc., shall adhere to the timetable attached as Schedule "A"

to this Order and that each party shall carry out the steps applicable to them by the date provided.

2. THIS COURT ORDERS that the timetable may be varied by mutual consent of the parties and the non-party/proposed intervenor, TGP Canada Management Inc.

3. THIS COURT ORDERS that the motion by the non-party, TGP Canada Management Inc., for leave to intervene as a party is to be scheduled for hearing on a date in the week of March 24, 2025, or as soon thereafter as a hearing date is available (the "**Intervenor Motion**").

4. THIS COURT ORDERS that this application is adjourned, to be spoken to only, to the date fixed by the Court for the hearing of Intervenor Motion.



Bordin J.

Issued and entered electronically by

Local Registrar
45 Main St East
Hamilton, ON
L8N 2B7

SCHEDULE "A"

EVENT	PARTY RESPONSIBLE	DATE TO BE COMPLETED BY
Delivery of Moving Party's Motion Record	TGP Canada Management Inc.	January 20, 2025
Delivery of any Responding Motion Records	All parties responding to the motion	February 10, 2025
Cross-examinations	All parties to the motion	February 25, 2025
Factums	All parties to the motion	In accordance with r. 37.10

TRANS GLOBAL PARTNERS LIMITED *et al.*
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. *et al.*
Respondents

Court File No. CV-24-00087580-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at HAMILTON

ORDER

WAGNER SIDLOFSKY LLP
400 University Avenue, Suite 1600
Toronto, Ontario M5G 1S5

Adam J. Wygodny (54183J)
awygodny@wagnersidlofsky.com

Tel: (416) 366-6743

**Lawyers for the Respondent,
Danny landoli**

APPENDIX WW

Latest Updates / Notices

◀ All Posts

August 13th, 2024 Cease and Desist Notice to FGFC

November 21, 2024

Without Prejudice

Date: August 13th, 2024

To:

- Elena Salvatore
- First Global Financial Corporation Address: PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2
- Vincent Salvatore J.r

Re: Cease and Desist Notice

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ACCEPT

2. FIRST GLOBAL FINANCIAL CORP. (the “Purchaser”) Address: PH5-801 Lawrence Ave. East,
Toronto, ON

M3C 3W2

3. TITAN SHIELD INC. (the “Titan Shield”) Address: 77 City Centre Drive, Suite 602, Mississauga,
Ontario L5B 1M5

4. 2630306 ONTARIO INC. O/A PAYBANK FINANCIAL (the “PFI”) Address: 100 King St W,
Suite 5600, Toronto, Ontario M5X 1A9

For and on behalf of the Investors of TGP Canada Management Inc.

As representatives of the approximately 3,500 investors who have collectively invested around
\$166,000,000.00 USD into the companies and land banking projects mentioned herein,
we hereby

request the following:

1. Cease Any Ongoing Sales: Immediately halt any ongoing or planned sales of the companies or properties listed below.
2. Stop All Sales in the London, Ontario Region: Cease any sale processes specifically related to properties in the London, Ontario region.
3. Prohibit Refinancing: Stop any refinancing efforts related to the said properties and companies.
4. Compliance with Agreement Terms: Your actions have not complied with the terms and conditions

set forth in the Share Purchase Agreement, Indemnity Agreement, and Share Transfer

Agreement dated June 4th, 2024

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1. TSI International Canada Inc.
2. Halton Park Inc.
3. Bridle Park Inc.
4. Bridle Park II Inc.
5. Clearview Park Inc.
6. Greenvalley Estates Inc.
7. Greenvalley Estates II Inc.
8. Niagara Falls Park Inc.
9. Niagara Estates of Chippawa II Inc.
10. London Valley Inc.
11. London Valley II Inc.
12. London Valley IV Inc.
13. London Valley V Inc.
14. Clearview Garden Estates Inc.
15. Fort Erie Hills Inc.
16. Talbot Crossing Inc.
17. Lyons Creek Niagara Falls Park Inc.
18. Niagara Estates of Campbellville Inc.
19. TSI-HP International Canada Inc.

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- 29. TSI-LV IV International Canada Inc.
- 30. TSI-LV V International Canada Inc.
- 31. TSI-CGE International Canada Inc.
- 32. Fort Erie Hills International Canada Inc.
- 33. TGP-Talbot Crossing Inc.
- 34. TGP-Lyons Creek Niagara Falls Park Inc.

Canadian Shield and Subsidiaries:

- 1. NEC II Capital Management Inc.
- 2. LV Capital Management Inc.
- 3. LV II Capital Management Inc.
- 4. LV IV Capital Management Inc.
- 5. LV V Capital Management Inc.
- 6. CGE Capital Management Inc.
- 7. Fort Erie Hills Capital Management Inc.

List of Land Banking Properties Owned and Operated by the Above Companies for and on Behalf of Our Investors:

London Region

- 1. London Valley (LV)
 - o Location: 5318 Colonel Talbot Road, London, Ontario N6P 1H9
 - o Land Title Owner: London Valley Inc.

FINANCIAL STATEMENTS

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- o Land Title Owner: London Valley IV Inc.

- o PIN Number(s): 08211-0127 (LT)

- o LRO/BRO Number: LRO # 33

4. London Valley V (LV V)

- o Location: Wonderland Road, south of Hwy 401, London, Ontario N6P 1J2

- o Land Title Owner: London Valley V Inc.

- o PIN Number(s): 08207-0153 (LT)

- o LRO/BRO Number: BRO # 33

5. Talbot Crossing (TCX)

- o Location: 5980 Colonel Talbot Road, London, Ontario N6P 1J1

- o Land Title Owner: Talbot Crossing Inc.

- o PIN Number(s): 08207-0053 (LT)

- o LRO/BRO Number: LRO # 33

6. Greenvalley Estates (GE)

- o Location: 4423 Highbury Avenue South, London, Ontario N6N 1J2

- o Land Title Owner: Greenvalley Estates Inc.

- o PIN Number(s): 08203-0074 (LT)

- o LRO/BRO Number: LRO # 33

7. Greenvalley Estates II (GE II)

- o Location: 2310 Dingman Drive, London, Ontario

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- o LRO/BRO Number: LRO # 59

2. Niagara Estates of Chippawa II

- o Location: E S - Sodom Road, Niagara Falls, Ontario

- o Land Title Owner: Niagara Estates of Chippawa II Inc.

- o PIN Number(s): 64254-0015 (LT)

- o LRO/BRO Number: LRO # 59

3. Niagara Estates of Chippawa II II PH 2

- o Location: 4001 Weaver Road, South East Corner of Sodom Road and Weaver Road, Niagara Falls, Ontario

- o Land Title Owner: Niagara Estates of Chippawa II Inc.

- o PIN Number(s): 64254-0021 (LT)

- o LRO/BRO Number: LRO # 59

4. Lyons Creek Niagara (LCN)

- o Location: Pt Lt 15 & 16 Con 4 Willoughby, Niagara Falls, Ontario

- o Land Title Owner: Lyons Creek Niagara Falls Park Inc.

- o PIN Number(s): 64258-0082 (LT)

- o LRO/BRO Number: LRO # 59

Milton Region

1. Niagara Estates of Campbellville

- o Location: 9063 Twiss Road, Campbellville, Ontario, L0P 1B0

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o LRO/BRO Number: LRO # 20

Fort Erie Region

1. Fort Erie Hills

o Location: 87 Crooks Street & 0 Thompson Road ES, Fort Erie, Ontario

o Land Title Owner: Fort Erie Hills Inc.

o PIN Number(s): 64233-0064 (LT)

o LRO/BRO Number: LRO # 59

Clearview, Stayner Region

1. Bridle Park

o Location: 7535 Highway 26, CON 3 S Pt Lot 26, Stayner, Ontario

o Land Title Owner: Bridle Park Inc.

o PIN Number(s): 58239-0302 (LT)

o LRO/BRO Number: LRO # 51

2. Bridle Park II

o Location: Highway 26, Nottawasaga CON 3 Pt Lot 26, Stayner, Ontario

o Land Title Owner: Bridle Park II Inc.

o PIN Number(s): 58239-0450 (LT)

o LRO/BRO Number: LRO # 51

3. Clearview Park

o Location: 1192 County Road 7, CON 1 S Pt Lot 26, Stayner, Ontario

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ACCEPT

Sincerely,

For and on behalf of Investors

TGP Canada Management Inc.

For and on behalf of

Paybank Financial Inc.

Ben Pilehvar

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Authorization - Consent form Updates

Dec 4, 2024

緊急通知 Dec 2nd, 2024

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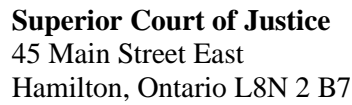
ACCEPT

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APPENDIX XX



SHORT TITLE OF PROCEEDINGS: HOFFNER et al. v SALVATORE et al.

BEFORE: **Justice A. SPURGEON**

COUNSEL: **For Moving Party:** Haddon MURRAY (Gowling WLG) as moving party, on as Lawyer of Record for TGP Canada Management Inc. the proposed Intervenor
For Applicant: K. Mitchell
For Respondents: N/A
For the Appointed Receiver in a related Action: C. HORSTEN, counsel for receiver (Trans Global Partners), in attendance as observer.

☐ ORDER SIGNED ☐ ON CONSENT
☐ UNOPPOSED ☐ NO ONE APPEARED
☐ ADJOURNED TO

Order to go as requested, removing Gowling WLG, as counsel of record for the proposed Intervenor, TGP Canada Management Inc..

Andrew Spurgeon J.
Honourable Justice A. SPURGEON

APPENDIX YY



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 21 day of January, 2025

BUYER: 2314503 Ontario Inc., agrees to purchase from
(Full legal names of all Buyers)

SELLER: LONDON VALLEY IV INC., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 6211 Colonel Talbot Rd

fronting on the West side of Colonel Talbot Rd

in the City of London

and having a frontage of 285.55 Feet more or less by a depth of as per deed more or less

and legally described as

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

(the "property")

(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 2,180,000.00

Two Million One Hundred Eighty Thousand Dollars

DEPOSIT: Buyer submits (Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Hundred Thousand Dollars (CDN\$) 100,000.00

by negotiable cheque payable to.. RE/MAX WEST REALTY INC. "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, **B** attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 10:00 on
(Seller/Buyer) (a.m./p.m.)
the 22 day of January, 2025, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 27 day of February, 2025. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

SC

INITIALS OF SELLER(S):

BP

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address: **mariecanonaco@gmail.com**
(For delivery of Documents to Seller)

Email Address: **kmiller@thriverealtygroup.ca**
(For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

None

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

None

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

None

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

SC

INITIALS OF SELLER(S):

BP

- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 12 day of February, 2025, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

SC

INITIALS OF SELLER(S):

BP



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

SC

INITIALS OF SELLER(S):

BP



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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....	Authentisign 2314503 Ontario Inc.	01/21/2025
(Witness)	(Buyer/Authorized Signing Officer) 2314503 Ontario Inc.	(Seal) (Date)
.....
(Witness)	(Buyer/Authorized Signing Officer)	(Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....	Behzad (Ben) Pilehver Behzad Pilehver	01/21/25
(Witness)	(Seller/Authorized Signing Officer) LONDON VALLEY IV INC.	(Seal) (Date)
.....
(Witness)	(Seller/Authorized Signing Officer)	(Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....
(Witness)	(Spouse)	(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 10:00 pm this 21 day of January, 2025
(a.m./p.m.)
Behzad Pilehver 01/21/25
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	RE/MAX WEST REALTY INC., BROKERAGE 416-769-1616 (Tel.No.)
MARIE CANONACO (Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	THRIVE REALTY GROUP INC. (519) 204-5055 (Tel.No.)
KEVIN MILLER (Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.	I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.
Behzad Pilehver 01/21/25 (Seller) LONDON VALLEY IV INC. Behzad (Ben) Pilehver (Seller) Address for Service (Tel. No.)	2314503 Ontario Inc. 01/21/2025 (Buyer) 2314503 Ontario Inc. (Buyer) Address for Service (Tel. No.)
Seller's Lawyer	Buyer's Lawyer
Address	Address
Email	Email
(Tel. No.) (Fax. No.)	(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY		COMMISSION TRUST AGREEMENT	
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. DATED this 01/21/25 of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:			
MARIE CANONACO 01/21/25 (Authorized to bind the Listing Brokerage)	KEVIN MILLER 01/21/25 (Authorized to bind the Co-operating Brokerage) Kevin Miller		



Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: **2314503 Ontario Inc.**, and

SELLER: **LONDON VALLEY IV INC.**

for the purchase and sale of **6211 Colonel Talbot Rd** **London**

ON **N6P 1J2** dated the **21** day of **January** 20**25**

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Buyer acknowledges that there is not a Seller's Property Information Statement provided to the Buyer from the Seller.

The Buyer acknowledges that the property is being sold in 'as is' condition.

The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer, the Buyer herein before named shall stand released from all further liability hereunder.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

The Buyer shall have the right to view the property two further times, prior to completion, at mutually agreed upon times, provided that at least 24 hours notice is given to the Seller. The Seller agrees to provide access to the Property for the purpose of these viewings.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

SC

INITIALS OF SELLER(S):

BP



Schedule B

Agreement of Purchase and Sale - Commercial

Form 505

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Beth Mullin in Trust, and

SELLER: London Valley IV Inc.

for the purchase and sale of 6211 Colonel Talbot Rd. London

ON N6P 1J2 dated the 21ST day of FEBRUARY 2025

All terms for the purposes of this Schedule will be in Canadian Dollars. For the purposes of this Agreement, the terms "banking/business days" shall be any day other than Saturday, Sunday or statutory holidays in the Province of Ontario.

Notwithstanding the terms of this Agreement of Purchase and Sale, the parties to this Agreement hereby acknowledge that when the Deposit is held by RE/MAX West Realty Inc. in accordance with Subsection 27 of the Trust in Real Estate Services, Act, 2002, the Deposit shall be a Bank Draft, Money Order, Certified Cheque or Electronic Transfer, unless otherwise stated in writing. Financial services fees, such as bank fees, associated with electronic transfers to the Real Estate Trust account shall be added by the party providing the deposit.

The deposit will be held by RE/MAX West Realty Inc. in its Real Estate Trust Account. Interest will be paid at a variable rate of Prime rate minus 4.75% per year. The beneficial owner of the money held in Trust ("money") will receive interest provided that the deposit is Ten Thousand Dollars (\$10,000.00) or greater and is held for more than 30 consecutive days. RE/MAX West Realty Inc. may invest the said money on behalf of the beneficial owners. The Brokerage shall pay any interest it receives on the money to the beneficial owner of the money, provided that the total interest earned amounts to Seventy-Five Dollars (\$75.00) or more, and the deposit is accompanied by the beneficial owners names and Social Insurance Number(s) ("S.I.N.") to comply with the Income Tax Act. This agreement and direction must be included in the Agreement of Purchase and Sale by attaching this form as a schedule. No interest will be paid in respect of money held in Trust that does not qualify with the terms hereof. RE/MAX West Realty Inc. will disburse the funds only in accordance with the terms of the Trust.

Buyer would like Interest: No Yes If deposit qualifies and S.I.N.
is required
(Unless Yes is specifically selected, no interest will be paid) (SIN # not required for Corporations)

Your initials acknowledge receipt of this disclosure and confirms your agreement and direction. The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Brokerage shall be entitled to retain any interest earned or received on the deposit if the conditions precedent to payment of interest have not been satisfied. This agreement and direction for interest on the deposit will supersede any existing disclosures found within this Agreement of Purchase and Sale.

If required, a T5 will be issued for the interest amount as soon as possible after the closing or following the end of each calendar year, whichever comes first. Any interest cheques issued and not negotiated within six (6) months from the date of issue shall be subject to an additional administration fee up to a maximum of \$125.00 or the value of the interest cheque.

The Buyer shall have the option to advance the closing date set forth in this Agreement of Purchase and Sale, provided that the Buyer gives the Seller written notice and the Seller provides written approval to the Buyer for the mutually agreed upon closing date.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

SC

INITIALS OF SELLER(S):

BP



Form 320

for use in the Province of Ontario

Confirmation of Co-operation and Representation Buyer/Seller

BUYER: 2314503 Ontario Inc.

SELLER: LONDON VALLEY IV INC.

For the transaction on the property known as: 6211 Colonel Talbot Rd London ON N6P 1J2

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the Brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

1. SELLER BROKERAGE (Single Representation)

- a) ☒ The Seller Brokerage or a Designated Representative of the Seller Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☒ Neither the Seller Brokerage nor a Designated Representative of the Seller Brokerage is representing the Buyer and has not entered into a representation agreement with the Buyer.
 - 2) ☐ The Seller Brokerage or a Designated Representative of the Seller Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.
 - 3) ☐ The Seller client and Buyer client are each separately represented by different designated representatives of the same Brokerage and there is no multiple representation.

2. SELLER BROKERAGE (Multiple Representation)

- a) ☐ The Seller Brokerage has entered into Representation Agreement with the Buyer and there is Multiple Representation.
- b) ☐ The Designated Representative who represents the Seller also represents the Buyer and there is Multiple Representation.

Additional comments and/or disclosures by Seller Brokerage: (e.g., The Seller Brokerage represents more than one Buyer offering on this property.)

3. PROPERTY SOLD BY BUYER BROKERAGE

- a) ☐ The Brokerage or a Designated Representative of the Brokerage represents the Buyer and the Brokerage will be paid by the Buyer directly.

4. CO-OPERATING BROKERAGE

a) ☒ CO-OPERATING BROKERAGE – REPRESENTATION:

- 1) ☒ The Co-operating Brokerage or a Designated Representative of the Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) ☒ CO-OPERATING BROKERAGE – COMMISSION:

- 1) ☒ The Seller Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property in the amount of 2% + HST to be paid from the amount paid by the Seller to the Seller Brokerage.
(Commission As Indicated In MLS® Information)
- 2) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

SC

BUYER

KM

CO-OPERATING/BUYER BROKERAGE

BP

SELLER

MC

SELLER BROKERAGE



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:**BUYER:** 2314503 Ontario Inc.**AND****SELLER:** LONDON VALLEY IV INC

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 21 day of January, 2025,
concerning the property known as 6211 Colonel Talbot Rd
London ON N6P-1J2 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

Purchase Price: \$2,180,000

Closing Date: February 27, 2025

Title Search Date: February 12, 2025

Insert:

Purchase Price: \$2,000,000

Closing Date: January 31, 2025

Title Search Date: ~~February~~ 28, 2025

January



INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11:59 (a.m./p.m.) on the 28 day of January, 2025, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: 01/28/25

(Witness) (Buyer/Seller) 2314503 Ontario Inc. (Seal) (Date)

(Witness) (Buyer/Seller) (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: Jan 28 2025

(Witness) (Buyer/Seller) (Seal) (Date)

(Witness) (Buyer/Seller) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 17:30 (a.m./p.m.) this 28th day of January, 2025.

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) LONDON VALLEY IV INC. (Date) Jan 28 25

(Seller) (Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) 2314503 Ontario Inc. (Date)

(Buyer) (Date)

Address for Service

(Tel. No.)

Buyer's Lawyer Beth E. Mullin

Address 140 Fullarton Street

Email beth.mullin@mckenzielake.com

(Tel. No.) (Fax. No.)

APPENDIX ZZ

LAND
REGISTRY
OFFICE #33

08211-0150 (LT)

PAGE 1 OF 2
PREPARED FOR Kimberly01
ON 2025/04/09 AT 13:22:53

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

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

PROPERTY REMARKS: "CONSENT OF COMMITTEE OF ADJUSTEMENT OBTAINED IN 753369".

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 08211-0127

PIN CREATION DATE:
2022/07/20

OWNERS' NAMES
TITAN LANDS INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2022/07/20 **		
**SUBJECT,	ON FIRST REGISTRATION	UNDER THE	LAND TITLES ACT, TO:			
**	SUBSECTION 44(1) OF THE	LAND TITLES ACT, EXCEPT	PARAGRAPH 11, PARAGRAPH 14,	PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
**	THE RIGHTS OF ANY PERSON	WHO WOULD, BUT FOR THE	LAND TITLES ACT, BE ENTITLED	TO THE LAND OR ANY PART OF		
**	IT THROUGH LENGTH OF	ADVERSE POSSESSION,	PRESCRIPTION, MISDESCRIPTION	OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION 70(2)	OF THE REGISTRY ACT	APPLIES.		
**DATE OF CONVERSION TO	LAND TITLES:	1992/09/14 **				
195932	1964/04/03	BYLAW				C
ER907729	2013/11/15	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** DAVIS, CAROLYN MARIE DOREEN	LONDON VALLEY IV INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
ER1554514	2023/11/20	CHARGE		*** COMPLETELY DELETED *** LONDON VALLEY IV INC.	BEDROCK MORTGAGE INVESTMENT CORPORATION	
ER1554515	2023/11/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** LONDON VALLEY IV INC.	BEDROCK MORTGAGE INVESTMENT CORPORATION	
	REMARKS: ER1554514					
ER1556782	2023/12/06	CHARGE		*** COMPLETELY DELETED *** LONDON VALLEY IV INC.	OLYMPIA TRUST COMPANY	
ER1590625	2024/08/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** BEDROCK MORTGAGE INVESTMENT CORPORATION		
	REMARKS: ER1554514.					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER1614927	2025/02/05	TRANSFER	\$2,000,000	LONDON VALLEY IV INC.	TITAN LANDS INC.	C
ER1614952	2025/02/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
ER1618252	2025/03/04	CHARGE	\$2,000,000	TITAN LANDS INC.	TITAN HOLDINGS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

APPENDIX AAA



Bennett Jones

Bennett Jones LLP

3400 One First Canadian Place, PO Box 130

Toronto, Ontario, Canada M5X 1A4

Tel: 416.863.1200 Fax: 416.863.1716

Amanda McLachlan
Partner
Direct Line: 416.777.5393
e-mail: mclachlana@bennettjones.com

February 21, 2025

Via E-Mail Paul.Girard@td.com, David.Braunstein@td.com, & Elsie.Plytas@td.com

TD Bank Group
TD Tower
66 Wellington Street West
15th Floor
Toronto, ON M5K 1A0

**Attention: Paul Girard/David Braunstein/
Elsie Plytas**

Dear Sir/Madam:

**Re: Mizue Fukiage et al. Clearview Garden Estates Inc. et al.
Court File No.: CV-25-00736577-00CL**

**Trans Global Partners Limited et al. v. Frist Global Financial Corp. et al.
Cour File No.: CV-24-00087580-0000**

We are the lawyers for Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co. Ltd., and Toru Fukiage, the applicants in the above referenced proceeding bearing court file number CV-25-00736577-00CL (referred to below as the “**Kobayashi Group**”).

The Kobayashi Group hold an approximately 72% undivided beneficial interest in the property located at 6211 Colonel Talbot Road in London, Ontario (the “**Property**”, and referred to as the LV IV Project in the enclosed Notice of Application).

Our client became aware today of the sale of the Property by London Valley IV Inc. to Titan Lands Inc. (“**Titan**”) which was purportedly authorized by an individual named Ben Pilehvar. Mr. Pilehvar (among other individuals) was restrained, pursuant to an Order dated October 31, 2024 (the “**First Global Injunction**”) in the above referenced proceeding bearing court file number CV-24-00087580-0000 (the “**Hamilton Proceeding**”) from selling or listing for sale the LV IV Project and/or the Property. A copy of the First Global Injunction is enclosed. In particular, we draw your attention to paragraph 5, which provides in part:

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 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 TGP Canada Transaction**;
- (c) Instructing, requesting, counselling, demanding or encouraging any other person to do so;

Mr. Pilehvar is aware of the Hamilton Proceedings and is a person who has notice of the First Global Injunction (in fact he has filed a motion seeking leave to intervene in the proceedings). The LV IV Project is an asset of a company which the respondents in Hamilton Proceedings came to control pursuant to the TGP Canada Transaction (as defined in the First Global Injunction). Accordingly, the sale of the LV IV Project, and the Property, is restrained by the First Global Injunction.

In addition to contravening the First Global Injunction, consent from co-owners of the Property in aggregate holding not less than 51% interest in the LV IV Project was required to proceed with the transaction pursuant to the terms of certain Co-Owners Agreement. Such consent was not obtained, from the Kobayashi Group, or any other co-owners, nor were our clients made aware of the sale transaction.

In addition to the Hamilton Proceedings, London Valley IV Inc., the registered owner of the LV IV Project, is a proposed respondent to the receivership proceedings contemplated by the Notice of Application enclosed bearing court file number CV-25-00736577-00CL. The Ontario Superior Court of Justice (Commercial List) has scheduled a hearing on March 13 at 10am regarding the appointment of a receiver over London Valley IV Inc. and the other respondents to the Notice of Application. To the extent the receiver is appointed, it is expected to, among other things, review, and if necessary, impugn and reverse, any fraudulent or preference transactions, conveyances or transfers authorized by the respondents prior to the granting of the Receivership Order.

We understand that the proceeds from the sale of the Property, totaling \$1,899,528.20 were transferred from the purchaser of the Property, which was sold in violation of the First Global Injunction, to a bank account at TD in the name of Parminder Hundal Law Professional bearing account number [REDACTED]. Enclosed is a copy of the wire details provided by counsel to the purchaser of the Property.

We hereby request that TD immediately freeze these funds and that TD not release any such funds to the accountholder or otherwise. Our client intends to seek such orders as may be necessary to effect



February 21, 2025

Page 3

the return of such funds, which were transferred in breach of the First Global Injunction, pending a determination of entitlement to same in the above referenced legal proceedings.

We request that someone from TD's legal department contact us as soon as possible via email or telephone to discuss this matter. We look forward to hearing from you at your earliest opportunity and thank you in advance for your anticipated cooperation and assistance.

Yours truly,

BENNETT JONES LLP

Amanda McLachlan

Amanda McLachlan



Bennett Jones



Wire Details

Generated By 30012614_KCENIZA
Generated On 2025-02-05 11:40 AM EST

Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account or IBAN	Status	Approvals Received:
2025-02-05		TRUST	1,899,528.20	CAD	Parminder Hundal Law Professional		Confirmed	1 of 1
Ordering Customer Account:					Reason for Reject			
Ordering Customer Name:		MCKENZIE LAKE LAWYERS LLP			Beneficiary Address:		Corporation, in trust,490 Bramalea Road, Unit 104,Brampton,ON,L6T 2H2,CA	
Ordering Customer Address:		140 FULLARTON STREET,SUITE 1800,LONDON,Ontario N6A,5P2,CA						
Primary Contact Number of Ordering Customer:					Beneficiary Bank ID:			
Primary Contact Name of Ordering Customer:					Beneficiary Bank ID Type:		CC	
Wire Type:		Commercial			Beneficiary Bank Name:		Toronto-Dominion Bank	
Entry Type:		Freeform			Beneficiary Bank Address:		10990 Airport Road,BRAMPTON,ON,L6R 0E1,CA	
Template Name:					Account with Institution Bank ID:			
Charges:		BEN - Additional routing charges will be paid by the beneficiary			Account with Institution Bank ID Type:			
Exchange Rate:		1.0			Account with Institution Bank Name:			
Revised Value Date:		2025-02-05			Account with Institution Bank Address:			
Converted Amount:		1,899,528.20 CAD			Intermediary Bank ID:			
					Intermediary Bank ID Type:			
					Intermediary Bank Name:			
					Intermediary Bank Address:			
Purpose of wire:		Balance due on closing						
Reference Number:		-			Sender To Receiver Information:			
Created By:		JOSMOND			Related Reference No:			
Create Date:		2025-02-05 11:34 AM			IMAD Reference Number:			
Last Approved By:		KCENIZA						
Last Action Date:		2025-02-05 11:39 AM						

APPENDIX BBB

February 25, 2025

Reply to: David Badham
Email to: dbadham@btrlaw.ca
Tel. 416-219-1138
Matter: B24-4409

SENT VIA EMAIL

TO: Ben Pilehver
48 Chelford Road
Toronto, Ontario M3B 2E5
ben@sandgecko.ca

Pam Hundal
Hundal Law Professional Corporation
490 Bramalea Road, Unit 104
Brampton, Ontario L6T 0G1
Pam@hundallaw.ca

Marie Canonaco
RE/MAX West Realty Inc., Brokerage
1678 Bloor Street West
Toronto, ON M6P 1A9
mariecanonaco@gmail.com

COPY TO: List of Interested Parties

To Whom It May Concern:

RE: Fraudulent Sale of 6211 Colonel Talbot Road by London Valley IV Inc. to 2314503 Ontario Inc. (the "Fraudulent Sale")

**Re: Demand for Delivery of Proceeds of Sale & CEASE & DESIST
Notice of Enforcement Actions & Regulatory Reporting**

As you are all aware, we are counsel to First Global Financial Corp. ("FGFC"), which is the **sole** indirect shareholder of the alleged vendor, London Valley IV Inc. ("LV4") in the Fraudulent Sale, and to LV4's sole officer and director, Elena Salvatore.

As a result, we were surprised to learn that on or about February 5, 2025, LV4 purportedly sold its sole asset, being the property municipally known as 6211 Colonel Talbot Rd in London, Ontario (the "**Property**"). We were further surprised to learn that a further company solely owned by FGFC, London Valley Inc., was purportedly involved in a similar transaction to sell its only asset this past week.

Having investigated the matter with the assistance of the purchaser's counsel, we have come to learn that the Fraudulent Sale was completed through:

1. Mr. Pilehver impersonating and/or falsely representing himself as the officer and director of LV4 on the basis of unauthorized and fraudulently filed Notices of Change with the Ontario Business Registry, none of which are supported by the necessary and required shareholder resolutions;
2. Ms. Hundal acting as solicitor for LV4 without proper authorization and with full knowledge that the Property was, at the time of the Fraudulent Sale, the subject of a court order and the subject of ongoing litigation; and
3. Ms. Canonaco acting as real estate agent for LV4 with full knowledge that Mr. Pilehver is not an officer or director of that company, and yet apparently taking instructions from him.

As you have each been involved in these matters for many months, each of you is acutely aware that Mr. Pilehver has neither the authority nor right to direct the sale of any property owned by any FGFC subsidiary, including but not limited to LV4. As a result, we have no alternative but to assume that each of you acted intentionally and with knowledge that your conduct was fraudulent and illegal.

To be clear: **Mr. Pilehver has not at any time and does not have any authority or control whatsoever over LV4 or any other company purchased by FGFC in June 2024 from Trans Global Partners Inc.** At no time have the shareholders of any of those companies elected or appointed him as a director, despite his numerous and frequent filings of fraudulent notices of change.

We understand that the purchase funds, in the aggregate amount of \$2,000,000.00, were transferred to Ms. Hundal in trust on the closing of the Fraudulent Transaction. **We are hereby demanding that those funds be immediately delivered to Brar Tamber Rigby Badham PC in Trust.**

Please be advised and take notice that FGFC has taken and will continue to take any and all steps it deems necessary to recover the Property and/or funds fraudulently obtained through the Fraudulent Sale, including but not limited to civil proceedings, regulatory proceedings, and reporting this matter to both the Ontario Provincial Police and any and all relevant regulatory bodies including the Law Society of Ontario and the Real Estate Council of Ontario.

We would also expect that each of you will be contacting your respective insurers and putting them on notice and provide them with a copy of this letter. In the case of Ms. Hundal and Ms. Canonaco, we would expect that you will be self-reporting this matter to your respective governing bodies, and as a courtesy, will allow until February 27, 2025, for you to each do so before taking those steps ourselves.

Should you have any questions, please do not hesitate to contact me.

Yours Truly,



Brar Tamber Rigby Badham PC

Per: David Badham

Copied to:

Amanda McLachlan, Bennett Jones LLP, Counsel to the Kobayashi Family

Kevin Mitchell, SimpsonWigle LAW LLP, Counsel to Trans Global Partners
et al.

Patrick Sawicki & Asim Iqbal, Gowlings WLG (Canada) LLP, Counsel to
TGP Canada Management Inc.

William Faucett & Beth Mullin, McKenzie Lake Lawyers LLP, Counsel to
the Purchaser

APPENDIX CCC



Court File No.

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

BETWEEN:

**LONDON VALLEY IV INC.,
by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.**

Plaintiff

and

RANDY HOFFNER

Defendant

NOTICE OF ACTION

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the Statement of Claim served with this Notice of Action.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Notice of Action is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: April 10, 2025

Issued by: _____
Local registrar

Address of court office: 330 University Avenue
Toronto, ON M5G 1R7

TO: **RANDY HOFFNER**
77 City Centre Drive, Suite 602
Mississauga, ON L5B 1M5

212 Brookfield Ave.,
Burlington, ON L7N 1T8

CLAIM

1. The Plaintiff, KSV Restructuring Inc. (“**KSV**”), solely in its capacity as receiver and manager of London Valley IV Inc. (“**LV IV**”) and not in its personal capacity or in any other capacity, claims against the Defendant, Randy Hoffner (“**Hoffner**”):

- (a) a constructive trust, equitable lien and/or damages in an amount to be particularized prior to trial for unjust enrichment;
- (b) a declaration that the Plaintiff is entitled to trace its assets into the hands of Hoffner and a declaration that Hoffner holds those assets as a constructive trustee for the Plaintiff;
- (c) a declaration that the Plaintiff has a proprietary interest in 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**”);
- (d) an Order that the Registrar issue and register a certificate of pending litigation on and against title to the Maplehurst Property;
- (e) special damages, including all costs and expenses arising out of the detection, investigation, and quantification of the losses suffered by the Plaintiff, in an amount to be particularized prior to trial;
- (f) pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

- (g) costs of this action, including the costs of any and all interim and interlocutory motions, on a full indemnity or other appropriate scale, including all applicable taxes; and
- (h) such further and other relief as this Honourable Court deems just.

Parties

2. On March 6, 2025, The Honourable Madam Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) appointed KSV as receiver and manager (in such capacity, and not in its personal, corporate or any other capacity, the “**Receiver**”) of the assets, undertakings and personal property of, *inter alios*, LV IV, and the proceeds thereof, including with respect to the LV IV Property (as defined below) and any assets or property held by LV IV in trust for any third party, pursuant to section 101 of the *CJA*.

3. 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, Titan Lands Inc., for consideration of \$2 million on February 5, 2025. The transfer occurred prior to the Receiver’s appointment.

4. The Defendant, Hoffner, is an Ontario resident. Hoffner was a director of LV IV. Hoffner is currently the sole registered owner of the Maplehurst Property.

Misappropriation of Funds

5. This action is in respect of a scheme whereby the LV IV Property was improperly offered as collateral to secure a mortgage in favour of Olympia Trust Company (“**Olympia**”) principally registered against Hoffner’s Maplehurst Property. Upon the sale of the LV IV Property, approximately \$731,331.20 of the sale proceeds were improperly diverted from LV IV to Olympia

on or about February 5, 2025 to discharge the Olympia mortgage for the personal benefit of Hoffner.

6. By way of background, on or about December 6, 2023, a collateral mortgage in favour of Olympia in the amount of \$700,000 (the “**Olympia Charge**”) against each of (i) the LV IV Property; and (ii) the property municipally known as 1264 Falgarwood Drive, Oakville previously owned by Hoffner (the “**Falgarwood Property**” and, together with the Maplehurst Property, the “**Residential Properties**”), to secure a mortgage loan principally registered against the Maplehurst Property (collectively with the Falgarwood Property and the LV IV Property, the “**Properties**”).

7. There is no basis upon which the LV IV Property ought to have been used as collateral to secure financing for Hoffner’s Maplehurst Property.

8. On August 16, 2024, Hoffner sold the Falgarwood Property for \$1,520,000.

9. On February 5, 2025, the LV IV Property was sold and transferred for \$2 million. The Olympia Charge was discharged from title to the LV IV Property on the same date. A few days later, on February 11, 2025, the mortgage in favour of Olympia was also discharged from title to the Maplehurst Property.

10. Also on February 5, 2025, a new charge in favour of Computershare Trust Company of Canada (the “**Computershare Charge**”) was registered on title to the Maplehurst Property in the principal amount of \$360,000 on behalf of Hoffner.

11. 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 his Maplehurst Property. He then 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.

12. There was no consideration nor valid business purpose for the LV IV Property to have been offered as collateral to secure the mortgage loan against the Maplehurst Property. Doing so was also in contravention of certain co-ownership arrangements governing the LV IV Property.

13. Hoffner profited and benefited from these breaches of his duties.

14. Despite the Receiver's demands and inquiries of both Hoffner and his known lawyers, including the Receiver's requests for information concerning the Olympia Charge and the Receiver's 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, the Receiver's demands have been ignored and remain unanswered.

15. At the time of the Receiver's appointment, the Maplehurst Property was listed for sale for \$3.15 million. On March 27, 2025, the listing price was reduced to \$2,999,000.

Unjust Enrichment

16. By virtue of the facts set out above, Hoffner has been unjustly enriched. LV IV has suffered a corresponding deprivation. There is no juristic reason for Hoffner's enrichment or for LV IV's corresponding deprivation.

Proprietary Interest in the Maplehurst Property

17. By virtue of the facts set out about, including but not limited to Hoffner's improper use of LV IV and the LV IV Property to finance a loan principally relating to his Maplehurst Property, the Plaintiff has a proprietary interest in the Maplehurst Property and Hoffner holds such property as a constructive trustee for the benefit of the Plaintiff.

18. To preserve its interest in the Property pending this motion, on March 14, 2025, the Receiver caused a caution (the "**Caution**") to be registered against title to the Maplehurst

Property. While as of April 7, 2025 the Caution appears to remain registered on title, the Land Registry Office has indicated it has and/or will be withdrawn, giving rise to the urgency that leave be granted for the Receiver to register a Certificate of Pending Litigation on title to the Maplehurst Property. On April 8, 2025, the Receiver caused the Receivership Order to be registered on title to the Maplehurst Property.

19. The Receivership Order, including paragraph 4(t) thereof, specifically empowers the Receiver to trace and follow the proceeds of any real property previously owned by LV IV that was sold, transferred, assigned or conveyed, including the LV IV Property which is described in Schedule "B" to the Receivership Order.

Date: April 10, 2025

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

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Calvin Horsten (LSO No. 90418I)
Tel: (416) 865-3077
Email: chorsten@airdberlis.com

Lawyers for the Plaintiff

LONDON VALLEY IV INC.
by its Court-Appointed Receiver and Manager,
KSV RESTRUCTURING INC.
Plaintiff

and

RANDY HOFFNER

Defendant

Court File No.

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

Proceedings commenced at TORONTO

NOTICE OF ACTION

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

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Calvin Horsten (LSO No. 90418I)

Email: chorsten@airdberlis.com

Tel: (416) 863-1500

Lawyers for the Plaintiff

APPENDIX DDD

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

BETWEEN:

**LONDON VALLEY IV INC.,
by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.**

Plaintiff

and

RANDY HOFFNER

Defendant

STATEMENT OF CLAIM

Notice of action issued on April 10, 2025

1. The Plaintiff, KSV Restructuring Inc. ("**KSV**"), solely in its capacity as receiver and manager of London Valley IV Inc. ("**LV IV**") and not in its personal capacity or in any other capacity (in such capacity, the "**Receiver**"), claims against the Defendant, Randy Hoffner ("**Hoffner**"):

- (a) a constructive trust, equitable lien and/or damages in an amount to be particularized prior to trial for unjust enrichment;
- (b) orders for restitution, an accounting and disgorgement of all assets belonging to the Plaintiff and improperly diverted by or to Hoffner or any person, corporation or other entity on Hoffner's behalf;
- (c) a declaration that the Plaintiff is entitled to trace its assets into the hands of Hoffner and a declaration that Hoffner holds those assets as a constructive trustee for the Plaintiff;

- (d) a declaration that the Plaintiff has a proprietary interest in 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**”) and any sale proceeds thereof;
- (e) an Order that the Registrar issue and register a certificate of pending litigation on and against title to the Maplehurst Property;
- (f) special damages, including all costs and expenses arising out of the detection, investigation, and quantification of the losses suffered by the Plaintiff, in an amount to be particularized prior to trial;
- (g) a declaration that LV IV is a “complainant” for the purposes of advancing a claim under section 248 of Ontario’s *Business Corporations Act* (the “**OBCA**”);
- (h) relief pursuant to section 248 of the OBCA that this Honourable Court deems just;
- (i) pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (j) costs of this action, including the costs of any and all interim and interlocutory motions, on a full indemnity or other appropriate scale, including all applicable taxes; and
- (k) such further and other relief as this Honourable Court deems just.

Parties

2. By way of an order issued March 6, 2025 (the “**Appointment Order**”) in the proceedings bearing Court File No. CV-25-00736577-00CL (the “**Receivership Proceedings**”), the

Honourable Madam Justice Steele of the Ontario Superior Court of Justice (Commercial List) appointed KSV as Receiver of the assets, undertakings and personal property of, *inter alios*, LV IV, and the proceeds thereof, including with respect to the LV IV Property (as defined below) and any assets or property held by LV IV in trust for any third party, pursuant to section 101 of the *Courts of Justice Act*.

3. Pursuant to the Appointment Order, KSV was also appointed Receiver over the assets, undertakings and personal property of LV IV Capital Management Inc. ("**LV IV Capital Management**") used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (as such term is defined in the Appointment Order).

4. LV IV is a corporation incorporated under the OBCA. LV IV owned the property municipally known as 6211 Colonel Talbot Road, London, Ontario and legally known as PIN 0821-0150 (the "**LV IV Property**") until the property was sold and transferred to Titan Lands Inc. for consideration of \$2 million on February 5, 2025. This transfer occurred prior to the Receiver's appointment.

5. The Defendant, Hoffner, is an Ontario resident. Hoffner was a director of LV IV.

6. LV IV Capital Management is a corporation incorporated under the OBCA. Hoffner also remains the sole listed director and officer of LV IV Capital Management .

7. Hoffner is currently the sole registered owner of the Maplehurst Property.

Background to Receivership Application

8. The Receiver was appointed on an application made by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the "**Kobayashi Group**").

9. The Kobayashi Group are investors in the LV IV Property, having acquired an approximately 72% undivided beneficial interest in this property pursuant to four sale agreements, dated November 13, 2013, November 13, 2013, January 10, 2014 and January 10, 2014, respectively, among the applicable member of the Kobayashi Group, as purchaser, LV IV, as nominee, and TSI-LV IV International Canada Inc. ("**TSI-LV IV International**"), as vendor.

10. TSI-LV IV International is a corporation incorporated under the OBCA. At all material times, Hoffner was and remains the sole director and officer of TSI-LV IV International.

11. Attached to the foregoing sale agreements were certain co-owner agreements (the "**Co-Owner Agreements**") which governed ownership of the LV IV Property.

12. The Co-Owner Agreements provide, among other things:

- (a) Pursuant to section 6(j), the net income from the financing, refinancing and sale of the LV IV Property is to be distributed to the co-owners, which includes the Kobayashi Group;
- (b) Pursuant to section 8, the LV IV Property can only be sold if an ordinary resolution is passed by the owners, being a resolution signed by the co-owners (which includes the Kobayashi Group) holding in aggregate not less than 51% of the interests in the property; and
- (c) Pursuant to section 19, any offer to purchase the LV IV Property is to be presented to all co-owners for consideration.

13. The sale of the LV IV Property (as is addressed below) was completed without the Kobayashi Group's knowledge or consent, in violation of the Co-Owner Agreements. The

Kobayashi Group did not receive any net income or other proceeds in connection with the sale of the LV IV Property.

14. The Appointment Order, including paragraph 4(t) thereof, specifically empowers the Receiver to trace and follow the proceeds of any real property previously owned by LV IV that was sold, transferred, assigned or conveyed, including the LV IV Property which is described in Schedule “B” to the Appointment Order.

15. In furtherance of the scope of its appointment, the Receiver seeks to trace and recover the proceeds from the sale of the LV IV Property for the benefit of the LV IV estate and its creditors.

The Improper Use of LV IV Property as Collateral

16. This action is in respect of a scheme whereby: (i) Hoffner improperly offered the LV IV Property as collateral to secure a mortgage in favour of Olympia Trust Company (“**Olympia**”) on Hoffner’s Maplehurst Property; and (ii) upon the sale of the LV IV Property, approximately \$731,331.20 of the sale proceeds were paid to Olympia on or about February 5, 2025 to discharge the Olympia Charge (as defined below) for the personal benefit of Hoffner. Such funds ought to have been distributed to the underlying investors of LV IV.

17. On or about December 6, 2023, at a time when Hoffner was the sole listed director of LV IV, Olympia registered collateral mortgage charges in the amount of \$700,000 against each of: (i) the LV IV Property pursuant to Instrument ER1556782; (ii) the property municipally known as 1264 Falgarwood Drive, Oakville and legally known as PIN 24888-0109 (the “**Falgarwood Property**”) pursuant to Instrument HR2004709; and (iii) the Maplehurst Property pursuant to Instrument HR2004709 (collectively the “**Olympia Charge**”).

18. The Olympia Charge instruments specifically state that it is registered as a collateral mortgage against the Falgarwood and Maplehurst Properties.

19. There is no basis upon which the LV IV Property ought to have been used as collateral to secure financing for Hoffner's Maplehurst Property.

20. On August 16, 2024, Hoffner sold the Falgarwood Property for \$1,520,000. The Olympia Charge was not discharged at this time.

The Misappropriation of the Proceeds from the Sale of the LV IV Property

21. On February 5, 2025, the LV IV Property was sold. Upon the sale of the property, \$731,331.20 of the sale proceeds were improperly paid to Olympia to discharge the Olympia Charge for the personal benefit of Hoffner.

22. With respect to the sale of the LV IV Property, Parminder Hundal Law Professional Corporation ("**Hundal Law**") acted as lawyer for LV IV as vendor. McKenzie Lake LLP acted as lawyers for the purchaser.

23. On February 5, 2025, prior to the Receiver's appointment, the following transactions took place:

- (a) Following the sale of the LV IV Property for \$2 million, McKenzie Lake LLP paid the sale proceeds in the amount of \$1,899,528.20 to a TD bank account in the name of Hundal Law;
- (b) Hundal Law paid \$731,331.20 to Olympia;
- (c) The Olympia Charge was discharged from title to the LV IV Property; and
- (d) A new charge in favour of Computershare Trust Company of Canada (the "**Computershare Charge**") was registered on title to the Maplehurst Property in the principal amount of \$360,000 on behalf of Hoffner.

24. A few days later, on February 11, 2025, the Olympia Charge was also discharged from title to the Maplehurst Property.

25. As such, approximately \$731,331.20 of the proceeds from the sale of the LV IV Property were improperly diverted and used to pay off the Olympia Charge on the Maplehurst Property, for the personal benefit of Hoffner. Such funds ought to have been available for distribution to the underlying investors of LV IV. The Receiver accordingly has an interest in the Maplehurst Property and any sale proceeds thereof.

No Consideration or Valid Business Purpose

26. Hoffner was listed as a director of LV IV at the time of the registration of the Olympia Charge on the LV IV Property.

27. There was neither any consideration nor a valid business purpose for the LV IV Property to have been offered as collateral to secure the mortgage loan against the Maplehurst Property.

28. By offering the LV IV Property as collateral for the mortgage loan against his Maplehurst Property, Hoffner breached his fiduciary and other legal obligations to LV IV.

Breach of Contract

29. The actions taken by Hoffner in furtherance of the foregoing scheme breached the Co-Owners Agreements by, among other things:

- (a) Misappropriating LV IV funds or using LV IV funds in a manner inconsistent with the business of LV IV;
- (b) Failing to act prudently, reasonably, honestly, in good faith and in the best interests of LV IV and its stakeholders; and

- (c) Failing to disclose the self dealing and conflicts of interest, as detailed above, to investors, including the Kobayashi Group.

30. Hoffner knew he was breaching the Co-Owners Agreements, and did so in order to generate a benefit for himself.

Breach of Fiduciary Duty and Knowing Assistance

31. The Receiver pleads and relies upon section 134 of the OBCA which sets out the standard of care of directors and officers of a corporation.

32. As a director of LV IV and LV IV Capital Management, Hoffner had the obligation to act in the best interests of the corporation and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

33. Hoffner failed to do so. Instead of facilitating returns to investors of LV IV such as the Kobayashi Group, the LV IV Property was instead encumbered for Hoffner's personal benefit, and the sale proceeds of the LV IV Property were improperly used to pay off the Olympia Charge as a result.

34. None of the actions taken by Hoffner were in the best interests of LV IV, LV IV Capital Management or the investors in LV IV. His actions were purely self-motivated.

Oppression

35. LV IV is a complainant for the purposes of section 248 of the OBCA.

36. Hoffner's actions, as director and officer and/or as *de facto* director of LV IV, LV IV Capital Management and TSI-LV IV International have been oppressive and unfairly disregarded LV IV's interests and that of its investors.

37. LV IV and its investors would have had the reasonable expectation that Hoffner would act in their best interest toward the LV IV Property. In particular, pursuant to the Co-Owner Agreements, legal title to the LV IV Property was held by LV IV as nominee and bare trustee for the investors, in accordance with their applicable interest.

38. Instead, Hoffner used his position as director to obtain a personal benefit using the LV IV's funds and assets. Hoffner has acted solely in his own interest, to LV IV's detriment.

Restitution and Tracing

39. The Plaintiff pleads that Hoffner has been unjustly enriched at LV IV's expense and Hoffner is liable to the Plaintiff for all amounts by which he has been unjustly enriched. The Plaintiff has been correspondingly deprived of the benefit of these amounts, and there is no juristic reason for Hoffner's enrichment. The Plaintiff pleads and relies upon the doctrine of unjust enrichment and claims that it is entitled to restitution from Hoffner.

40. The Plaintiff pleads that Hoffner holds any amounts by which he has been unjustly enriched at the Plaintiff's expense as trust funds and/or pursuant to a constructive trust, and that the Plaintiff is the beneficiary of those funds. The Plaintiff further pleads that, given the circumstances, there are no factors that would render unjust the imposition of a constructive trust in favour of the Plaintiff.

41. Any funds originating with or that should have been paid to the Plaintiff and obtained by Hoffner by way of fraud, breach of fiduciary duty, self-dealing, oppression or other improper conduct should be impressed with a trust in favour of the Plaintiff.

42. The Plaintiff seeks such orders as may be necessary to trace such misappropriated funds, including any such funds or assets currently held by or transferred to Hoffner, or transferred to any other person or entity not yet known to the Plaintiff.

43. The Plaintiff further seeks orders requiring Hoffner to disgorge and/or pay restitution in relation to any benefit obtained directly or indirectly as a consequence of the fraud, breach of fiduciary duty, self-dealing, oppression or other improper conduct as pleaded herein, including any assets obtained with funds originating with or that should have been paid to the Plaintiff.

Proprietary Interest in the Maplehurst Property

44. Pursuant to the Co-Owner Agreements, the sale of the LV IV Property required prior notice and consent of investors. The sale of the LV IV Property was completed without the knowledge or consent of the Kobayashi Group, in violation of the Co-Owner Agreements. Nor did the Kobayashi Group receive any net income or other proceeds from the sale of the LV IV Property.

45. By virtue of the facts set out above, including but not limited to Hoffner's improper use of LV IV and the LV IV Property to finance a loan principally relating to his Maplehurst Property, the Plaintiff has a proprietary interest in the Maplehurst Property and Hoffner holds such property and any proceeds thereof as a constructive trustee for the benefit of the Plaintiff.

46. On April 8, 2025, the Receiver caused the Appointment Order to be registered on title to the Maplehurst Property.

47. At the time of the Receiver's appointment, the Maplehurst Property was listed for sale for \$3.15 million. On March 27, 2025, the listing price was reduced to \$2,999,000. On April 17, 2025, after the Receiver obtained leave and registered a certificate of pending litigation on title to the Maplehurst Property, the listing price was further reduced to \$2,850,000. The Maplehurst Property remains listed for sale by Hoffner.

48. On April 10, 2025, this Honourable Court issued an Order (the "**CPL Order**") granting leave to the Plaintiff to register a Certificate of Pending Litigation (the "**CPL**") on and as against

title to the Maplehurst Property. The Plaintiff registered the CPL on title to the Maplehurst Property on April 10, 2025, and registered the CPL Order on title to the Property on April 11, 2025.

49. On April 10 and 11, 2025, Hoffner was served with the CPL Order, CPL, and motion materials which were relied upon by the Plaintiff in obtaining the CPL Order. On April 14, 2025, Hoffner acknowledged his receipt of these materials, and indicated that he had information to provide to the Receiver. To date, no such information has been provided by Hoffner.

50. On April 17, 2025, Hoffner reduced the listing price of the Maplehurst Property from \$2,999,000 to \$2,850,000.

51. On May 1, 2025, Hoffner entered into an agreement of purchase and sale to sell the Maplehurst Property. On May 5, 2025, Hoffner expressed a willingness to the Receiver to post security in lieu of the CPL registered on title in order to permit the sale to proceed. As of the date hereof, the sale transaction remains pending.

52. Given the pending sale of the Maplehurst Property, orders requiring for a restitution, accounting and disgorgement of assets as well as orders requiring that Hoffner hold assets as a constructive trustee for the Receiver is necessary to protect the Receiver's proprietary interest.

53. Based on the foregoing, the Plaintiff pleads that it is entitled to the relief claimed herein and in the Notice of Action issued April 10, 2025.

Date: May 6, 2025

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Barristers and Solicitors

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Lawyers for the Plaintiff

LONDON VALLEY IV INC.
by its Court-Appointed Receiver and Manager,
KSV RESTRUCTURING INC.
Plaintiff

and

RANDY HOFFNER

Defendant

Court File No. CV-25-00740869-00CL

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

Proceedings commenced at TORONTO

STATEMENT OF CLAIM

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Lawyers for the Plaintiff

APPENDIX EEE



Court File No.: CV-25-00740869-00CL

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

THE HONOURABLE

)

THURSDAY, THE 10TH DAY

JUSTICE W.D. BLACK

)

OF APRIL, 2025

)

B E T W E E N :

**LONDON VALLEY IV INC.,
by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.**

Plaintiff

and

RANDY HOFFNER

Defendant

**ORDER
(Certificate of Pending Litigation)**

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**”), pursuant to section 103 of the *Courts of Justice Act* and Rule 42 of the *Rules of Civil Procedure*, for a Certificate of Pending Litigation and related relief, was heard this day.

ON READING the materials filed by the Plaintiff, including the Notice of Action, Notice of Motion, Report of the Receiver dated April 9, 2025, and Factum of the Plaintiff,

1. **THIS COURT ORDERS** that the Registrar shall issue a Certificate of Pending
Litigation on and as against title to:

(a) the real property municipally described as 601 Maplehurst Avenue, Oakville,
Ontario which is legally described under PIN 24847-0084 (LT) as PT LT 41, PL
350, AS IN 745783; OAKVILLE.

2. **THIS COURT FURTHER ORDERS** that the Plaintiff is hereby granted leave to
register this Order and the Certificate of Pending Litigation against title to the property
described in paragraph 1 above.

3. **THIS COURT FURTHER ORDERS** that this Order and all of its provisions are
effective as of today's date and immediately enforceable without the need for entry or filing,
and that this Order shall remain in full force and effect until further Order of this Court. In
the event the Defendant brings a motion to remove the Certificate of Pending Litigation, it
may move for such relief on not less than seven days' notice to the Plaintiff.



**by its Court-Appointed Receiver and Manager,
KSV RESTRUCTURING INC.**
Plaintiff

and

Court File No./N° du dossier du greffe : CV-25-00740869-00CL
RANDY HOF

Defendant

Court File No.: CV-25-00740869-00CL

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

Proceedings commenced at TORONTO

**ORDER
(Certificate of Pending Litigation)**

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Lawyers for the Plaintiff

APPENDIX FFF



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:

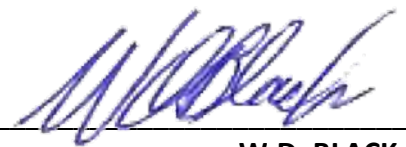
- [1] This ex parte motion seeks the issuance of a certificate of pending litigation ("CPL") on the real property municipally known as 601 Maplehurst Avenue, Oakville, Ontario, and legally described under PIN 24847-0084 (LT) as PT LT 41, PL 350, AS IN 745783; OAKVILLE (the "Maplehurst Property"), being 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.



W.D. BLACK J.

DATE: April 10, 2025,

APPENDIX GGG



Court File No. CV-25-00740869-00CL

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

BETWEEN:

**LONDON VALLEY IV INC.,
by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.**

Plaintiff

and

RANDY HOFFNER

Defendant

CERTIFICATE OF PENDING LITIGATION

I **CERTIFY** that in this proceeding an interest in the following land is in question:

601 Maplehurst Avenue, Oakville, Ontario, as described in Property Identification
Number (PIN) 24847-0084 (LT), as legally described in **Schedule "A"** hereto.

This certificate is issued under an order of the Court made on April 10, 2025.

Date April 10, 2025

Issued by

A handwritten signature in blue ink, appearing to read "W.D. Black", is written over a horizontal line.

W.D. BLACK J.

Address of court office: 330 University Avenue
Toronto, ON M5G 1R7

SCHEDULE "A"

PIN 24847-0084 (LT)

Description PT LT 41, PL 350, AS IN 745783; OAKVILLE

Address 601 Maplehurst Avenue, Oakville, Ontario

KSV RESTRUCTURING INC.
by its Court-Appointed Receiver and Manager,
KSV RESTRUCTURING INC.
Plaintiff

and

Court File No./N° du dossier du greffe : CV-25-00740869-00CL
RANDY HOF

Defendant

Court File No.: CV-25-00740869-00CL

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

Proceedings commenced at TORONTO

CERTIFICATE OF PENDING LITIGATION

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Lawyers for the Plaintiff

APPENDIX HHH



Court File No. CV-25-00740869-00CL

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

THE HONOURABLE
JUSTICE W.D. BLACK

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)

WEDNESDAY, THE 14TH DAY
DAY OF MAY, 2025

**LONDON VALLEY IV INC.,
by its Court-Appointed Receiver and Manager, KSV RESTRUCTURING INC.**

Plaintiff

- and -

RANDY HOFFNER

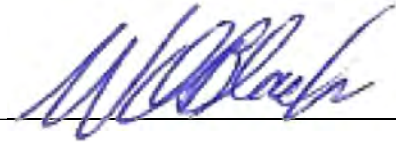
Defendant

**ORDER
(Alternative Security and CPL Discharge)**

THIS MOTION, made by 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**”), pursuant to section 103 of the *Courts of Justice Act* and Rule 42.02 of the *Rules of Civil Procedure*, for an Order discharging the Certificate of Pending Litigation registered on April 10, 2025 as Instrument No. HR2098075, the Application to Register Court Order registered on April 8, 2025 as Instrument No. HR2097487, and the Application to Register Court Order registered on April 11, 2025 as Instrument No. HR2098285 (collectively, the “**CPL Registrations**”), all in respect of the land described therein, and substituting the CPL Registrations for alternative security, was read this day.

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.



**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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER
(CPL Discharge)

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Email: mvanzandvoort@airdberlis.com

Kyle Plunkett (LSO No. 61044N)
Email: kplunkett@airdberlis.com

Adrienne Ho (LSO No. 68439N)
Email: aho@airdberlis.com

Calvin Horsten (LSO No. 90418I)
Email: chorsten@airdberlis.com

Lawyers for the Plaintiff

APPENDIX III

From: Calvin Horsten
Sent: July 29, 2025 12:37 PM
To: Andrei F. Dobrogeanu
Cc: Sara Misener; Inderdeep Toor; Mark van Zandvoort
Subject: RE: Hoffner ats London Valley

Hi Andrei,

Further to Mark's email, please find the below-listed documents, all of which have been served on your client, at the following Sharefile link: <https://airdberlis.sharefile.com/d-s6b4954ba76f743219cfe8fce02e5905d>

1. Appointment Order in parallel receivership proceedings appointing KSV Restructuring Inc. as receiver of, *inter alia*, London Valley IV Inc.
2. Notice of Action
3. Statement of Claim
4. Motion Record
5. Factum
6. Compendium
7. Order (Granting CPL) of Justice Black dated April 10, 2025
8. Endorsement of Justice Black dated April 10, 2025
9. Certificate of Pending Litigation dated April 10, 2025
10. Order (Alternative Security and CPL Discharge) of Justice Black dated May 14, 2025

Regards,

Calvin Horsten
Associate

T 416.865.3077
E chorsten@airdberlis.com

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From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: July 29, 2025 11:40 AM
To: Andrei F. Dobrogeanu <ADobrogeanu@rossmcbride.com>
Cc: Sara Misener <SMisener@rossmcbride.com>; Inderdeep Toor <itoor@rossmcbride.com>; Calvin Horsten <chorsten@airdberlis.com>
Subject: Re: Hoffner ats London Valley

Andrei,

Mr. Hoffner has all of these materials, including the CPL motion related materials which were served upon him in April.

I am in meetings, but nevertheless will ask my associate Calvin Horsten (copied here) to email them to you.

We look forward to receiving Mr. Hoffner's Statement of Defence by Friday, August 1, 2025.

Regards,

Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Andrei F. Dobrogeanu <ADobrogeanu@rossmcbride.com>
Sent: Tuesday, July 29, 2025 11:29:59 AM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Sara Misener <SMisener@rossmcbride.com>; Inderdeep Toor <itoor@rossmcbride.com>
Subject: RE: Hoffner ats London Valley

Hi Mark,

I confirm we have been retained on this. I understand that there was a CPL motion. Would you kindly send me copies of your CPL materials (Motion Record, Factum) as well as any Endorsements and Orders from the Court in that respect.

Finally, can you please send me a copy of the receivership Order as well?

Regards,

Andrei Dobrogeanu
Lawyer, Litigation Group

Ross & McBride LLP
Direct: 905-572-5836 | adobrogeanu@rossmcbride.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: 25 July 2025 08:24
To: Andrei F. Dobrogeanu <ADobrogeanu@rossmcbride.com>
Cc: Sara Misener <SMisener@rossmcbride.com>; randy hoffner <randyhoffner66@gmail.com>
Subject: RE: Hoffner ats London Valley

Thanks, Andrei.

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Andrei F. Dobrogeanu <ADobrogeanu@rossmcbride.com>
Sent: July 25, 2025 8:22 AM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Sara Misener <SMisener@rossmcbride.com>; randy hoffner <randyhoffner66@gmail.com>
Subject: RE: Hoffner ats London Valley

Thank you Mark. I will confirm whether we are being retained shortly.

Also I am sorry for butchering your name. I am not sure why I thought it was Michael. My apologies.

Andrei Dobrogeanu
Lawyer, Litigation Group

Ross & McBride LLP
Direct: 905-572-5836 | adobrogeanu@rossmcbride.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: 25 July 2025 08:19
To: Andrei F. Dobrogeanu <ADobrogeanu@rossmcbride.com>
Cc: Sara Misener <SMisener@rossmcbride.com>; randy hoffner <randyhoffner66@gmail.com>
Subject: RE: Hoffner ats London Valley

You don't often get email from mvanzandvoort@airdberlis.com. [Learn why this is important](#)

Good morning Andrei,

Mr. Hoffner (copied here) has been aware of this action since April. He has had the Notice of Action and Statement of Claim (each attached here) since May 12, 2025, and has had ample time to defend the action.

As Mr. Hoffner was personally served with the Notice of Action and Statement of Claim on July 2, 2025, he will be noted in default and default proceedings will be pursued by the Receiver without further notice in the event a Statement of Defence is not delivered by Friday, August 1, 2025. We have advised Mr. Hoffner of this previously, per our email exchanges, attached.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Andrei F. Dobrogeanu <ADobrogeanu@rossmcbride.com>
Sent: July 25, 2025 8:04 AM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Sara Misener <SMisener@rossmcbride.com>
Subject: Hoffner ats London Valley

Hello Michael,

We have been contacted by Randy Hoffner, a Defendant in an action commenced by your firm, to represent him in that action. We have not been retained at this time.

We are in the process of reviewing the file. With that in mind, would you kindly send us a copy of the Statement of Claim? Once we have reviewed the Statement of Claim, we should be able to advise whether are being retained.

We trust that you will not take any steps to note Mr. Hoffner in default at this time.

Kind regards,



Andrei Dobrogeanu
Lawyer, Litigation Group
Direct: 905-572-5836
adobrogeanu@rossmcbride.com

Ross & McBride LLP
1 King Street W., 10th Floor, Hamilton ON, L8P 1A4
Phone: 905-526-9800
Fax: 905-526-0732
[Website](#) | [LinkedIn](#)

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From: Mark van Zandvoort
Sent: July 23, 2025 9:51 AM
To: randy hoffner
Cc: Kyle Plunkett; Adrienne Ho; Calvin Horsten
Subject: RE: London Valley IV Inc., by its Court-Appointed Receiver v. Randy Hoffner (CV-25-00740869-00CL)

Importance: High

Mr. Hoffner,

We acknowledge receipt of your correspondence below. You have been aware of this action since April, and you have had both the Notice of Action and Statement of Claim since they were sent to you by email on May 12, 2025.

We accordingly expect that your Statement of Defence will be served by the deadline of Friday, August 1, 2025, failing which, the Receiver (as Plaintiff) will proceed to note you in default without further notice, and will pursue default judgment against you in the above noted proceeding.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: randy hoffner <randyhoffner66@gmail.com>
Sent: July 23, 2025 9:37 AM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>
Subject: Re: London Valley IV Inc., by its Court-Appointed Receiver v. Randy Hoffner (CV-25-00740869-00CL)

Mark

I plan to defend, I am currently outside of Canada and Simpson Wigle needs a separate retainer for this matter. I thought I had more time. So I will fill out a 11b on my behalf today and send it so I can make .arrangements. Hopefully that works for you.
Randy Hoffner

On Jul 22, 2025, at 8:16 PM, Mark van Zandvoort <mvanzandvoort@airdberlis.com> wrote:

Mr. Hoffner,

As per the Affidavit of Service attached, you were personally served with the Notice of Action and Statement of Claim in the above noted proceeding on July 2, 2025. As such, the deadline to serve your Notice of Intent to Defend or a Statement of Defence was today.

Please be advised that in the event we have not received your Statement of Defence by Friday, August 1, 2025, the Receiver (as Plaintiff) will proceed to note you in default without further notice, and will pursue default judgment against you in the above noted proceeding.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: randy hoffner <randyhoffner66@gmail.com>
Sent: June 23, 2025 12:59 PM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Subject: Re: CPL - 601 Maplehurst Ave, Oakville, Ontario L6L 4Y8

Mark

At this time Simpson Wigle claims they are not retained for this matter. I will be back in Burlington June 27 in late afternoon, I have a medical procedure on June 30. I will be available any day after that until July 7

On Jun 20, 2025, at 5:00 PM, Mark van Zandvoort wrote:

Mr. Hoffner:

SimsponWigle LLP would need to endorse and return its acceptance of service of the Notice of Action and Statement of Claim (both attached) on your behalf. Please have them do that by the end of the day on Monday, June 23, 2025.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: randy hoffner

Sent: June 20, 2025 4:57 PM

To: Mark van Zandvoort

Cc: Kevin Mitchell ; GLLitigationGroup@simpsonwigle.com; Kyle Plunkett ; Adrienne Ho ; Calvin Horsten ; ngoldstein@ksvadvisory.com; David Sieradzki ; Jordan Wong ; Tony Trifunovic ; Mario Pedro ; Jasraj Shergill ; Alex Le ; Natalie Porcaro-Clermont

Subject: Re: CPL - 601 Maplehurst Ave, Oakville, Ontario L6L 4Y8

Serve Simpson Wigle

Thanks Randy

On Jun 20, 2025, at 8:12 AM, Mark van Zandvoort

<mvanzandvoort@airdberlis.com> wrote:

Mr. Hoffner,

We have not received a response from you or SimpsonWigle LLP to our email below. Please confirm a time and location this upcoming week when we may arrange to have a process server serve you with the Notice of Action and Statement of Claim.

Please advise by close of business on Monday, June 23, 2025.

Regards,

Mark van Zandvoort

Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Sent: May 12, 2025 11:48 AM

To: randy hoffner <randyhoffner66@gmail.com>; Kevin Mitchell <kevinm@simpsonwigle.com>; GLLitigationGroup@simpsonwigle.com

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com; David Sieradzki <dsieradzki@ksvadvisory.com>; Jordan Wong <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; Mario Pedro <mpedro@airdberlis.com>; Jasraj Shergill <jshergill@airdberlis.com>; Alex Le <alex@porcarolaw.ca>; Natalie Porcaro-Clermont <natalie@porcarolaw.ca>

Subject: RE: CPL - 601 Maplehurst Ave, Oakville, Ontario L6L 4Y8

Mr. Hoffner and Kevin (SimpsonWigle LLP),

Further to Mr. Hoffner's email below, we understand from Mr. Hoffner that SimpsonWigle LLP will be accepting service of the attached Statement of Claim and Notice of Action on Mr. Hoffner's behalf. Please confirm today, and if so, return SimpsonWigle LLP's endorsed Notice of Action and Statement of Claim acceptance of service to us today.

We will not be scheduling court time to take out the Order attached, until we have Mr. Hoffner's executed Consent to the Order. Please provide it as soon as possible, as otherwise, it may not be possible to obtain the consent Order prior to the end of the month.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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From: randy hoffner <randyhoffner66@gmail.com>

Sent: May 12, 2025 11:31 AM

To: Natalie Porcaro-Clermont <natalie@porcarolaw.ca>

Cc: Mark van Zandvoort <mvanzandvoort@airdberlis.com>; Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com; David Sieradzki <dsieradzki@ksvadvisory.com>; Jordan Wong <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; Mario Pedro <mpedro@airdberlis.com>; Jasraj Shergill <jshergill@airdberlis.com>; Alex Le <alex@porcarolaw.ca>

Subject: Re: CPL - 601 Maplehurst Ave, Oakville, Ontario L6L 4Y8

Mark

I am out of Canada right now please serve Simpson wigle on my behalf. I signed the consent. We will have the purchaser pay the 730k to your trust until litigation is complete.

Randy

On May 12, 2025, at 8:25 AM, Natalie Porcaro-Clermont <natalie@porcarolaw.ca> wrote:

Mark,

We have followed up with Mr. Hoffner regarding paragraph Nos. 1 and 2 below. Mr. Hoffner will respond directly to you in this regard.

We have ordered payout statements for the mortgages on title and once received we will seek the executed of the required DRA and redirection.

Warm Regards, Natalie

Natalie Porcaro-Clermont
Barrister & Solicitor

560 Highland Road West, Unit 1
Hamilton (Stoney Creek), Ontario

L8W 0C4

T: 905-963-8808 F: 1-905-756-1050

natalie@porcarolaw.ca

www.porcarolaw.ca

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From: Mark van Zandvoort

<mvanzandvoort@airdberlis.com>

Date: Monday, May 12, 2025 at 7:40 AM

To: Natalie Porcaro-Clermont

<natalie@porcarolaw.ca>,

randyhoffner66@gmail.com

<randyhoffner66@gmail.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>,

Adrienne Ho <aho@airdberlis.com>, Calvin

Horsten <chorsten@airdberlis.com>,

ngoldstein@ksvadvisory.com

<ngoldstein@ksvadvisory.com>, David Sieradzki

<dsieradzki@ksvadvisory.com>, Jordan Wong

(jwong@ksvadvisory.com)

<jwong@ksvadvisory.com>, Tony Trifunovic

<ttrifunovic@ksvadvisory.com>, Mario Pedro

<mpedro@airdberlis.com>, Jasraj Shergill

<jshergill@airdberlis.com>, Alex Le

<alex@porcarolaw.ca>

Subject: RE: CPL - 601 Maplehurst Ave,
Oakville, Ontario L6L 4Y8

Natalie and Mr. Hoffner,

We have not received the signed consent from Mr. Hoffner which was attached to my May 7 email below. If the consent will be executed by Mr. Hoffner, we will need it returned soon so that we can try and secure a court appointment to have the order taken out before the end of the month, so that it is available once the security is received.

Please also advise of a time and location this week at which we may arrange to personally serve Mr. Hoffner with the Notice of Action and Statement of Claim.

Please keep my real estate department colleagues, Jasraj Shergill and Mario Pedro, copied on all correspondence concerning this property.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Natalie Porcaro-Clermont
<natalie@porcarolaw.ca>

Sent: May 7, 2025 11:39 AM

To: Mark van Zandvoort
<mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>;
ngoldstein@ksvadvisory.com; David Sieradzki <dsieradzki@ksvadvisory.com>; Jordan Wong (<jwong@ksvadvisory.com>) <jwong@ksvadvisory.com>;
Tony Trifunovic <ttrifunovic@ksvadvisory.com>;
randyhoffner66@gmail.com; Jasraj Shergill <jshergill@airdberlis.com>; Alex Le <alex@porcarolaw.ca>

Subject: Re: CPL - 601 Maplehurst Ave, Oakville, Ontario L6L 4Y8

Good Morning Mark,

As you are aware, we confirm we have arranged a discussion with the purchaser's lawyer under separate cover.

Please amend the draft undertaking to be addressed to us as well, and to provide copies of the discharge to our firm as well.

We will not accept service of any documents on Mr. Hoffner's behalf, as we are only retained in the very limited capacity to complete the sale transaction. That said, we have provided the draft Consent Order to Mr. Hoffner for review and execution, as a courtesy to you all. Please note that we are not able to provide any redirection of funds until we are certain there are sufficient funds to payout and discharge the existing mortgage(s), any property tax arrears etc. We will seek to order statements on an expedited basis.

Warm Regards, Natalie

Natalie Porcaro-Clermont
Barrister & Solicitor

560 Highland Road West, Unit 1
Hamilton (Stoney Creek), Ontario
L8W 0C4

T: 905-963-8808 F: 1-905-756-1050

natalie@porcarolaw.ca
www.porcarolaw.ca

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From: Mark van Zandvoort

<mvanzandvoort@airdberlis.com>

Date: Wednesday, May 7, 2025 at 8:16 AM

To: Natalie Porcaro-Clermont

<natalie@porcarolaw.ca>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>,

Adrienne Ho <aho@airdberlis.com>, Calvin

Horsten <chorsten@airdberlis.com>,

ngoldstein@ksvadvisory.com

<ngoldstein@ksvadvisory.com>, David Sieradzki

<dsieradzki@ksvadvisory.com>, Jordan Wong

(jwong@ksvadvisory.com)

<Jwong@ksvadvisory.com>, Tony Trifunovic

<ttrifunovic@ksvadvisory.com>,

randyhoffner66@gmail.com

<randyhoffner66@gmail.com>, Jasraj Shergill

<jshergill@airdberlis.com>, Alex Le

<alex@porcarolaw.ca>

Subject: RE: CPL - 601 Maplehurst Ave,
Oakville, Ontario L6L 4Y8

Natalie,

If the \$731,331.20 security is to be paid to our firm in trust from the closing proceeds, then we cannot effect the discharge of the CPL from title until after the full amount of the security has been received. Partial payment is not sufficient, and we must receive the full security from the purchaser's lawyer on closing. The buyer and seller will need to execute the necessary documents to reflect that the security will be paid directly by the purchaser's lawyer to Aird & Berlis LLP, in trust, on closing prior to discharge. Please email the buyer's lawyer, cc'ing us, to arrange for same.

To give effect to the foregoing on our end, attached is the form of consent and draft Order for Mr. Hoffner's execution, as well as our draft undertaking to discharge the CPL upon our receipt of the security. Assuming all is in order, we will arrange to take out the Order in May on consent, but the discharges will not be effected until the security has been received by our firm. We can provide the purchaser's lawyer

with our wire transfer details after being copied on your email to him.

Please provide us with Mr. Hoffner's executed consent to the draft Order, attached, and email the buyer's lawyer to confirm arrangements as outlined above.

Please also advise of a date/time and location at which we can arrange to personally serve Mr. Hoffner with the Notice of Action and Statement of Claim, attached, unless you are prepared to endorse your acceptance of service on his behalf. Please confirm.

Regards,
Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Natalie Porcaro-Clermont

<natalie@porcarolaw.ca>

Sent: May 7, 2025 7:14 AM

To: Mark van Zandvoort

<mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne

Ho <aho@airdberlis.com>; Calvin Horsten

<chorsten@airdberlis.com>;

ngoldstein@ksvadvisory.com; David Sieradzki

<dsieradzki@ksvadvisory.com>; Jordan Wong

(jwong@ksvadvisory.com) <jwong@ksvadvisory.com>;

Tony Trifunovic <ttrifunovic@ksvadvisory.com>;

randyhoffner66@gmail.com; Jasraj Shergill

<jshergill@airdberlis.com>; Alex Le

<alex@porcarolaw.ca>

Subject: Re: CPL - 601 Maplehurst Ave, Oakville, Ontario
L6L 4Y8

Hi Mark,

The sellers have advised that the funds will need to be remitted from sale proceeds.

Once the deal is firm, we will order payout statements and calculate funds to ensure there is sufficient funds to remit from sale proceeds. However, based on rough calculations provided by the sellers, it appears that there will be sufficient funds.

Please advise what you will require (and whether a redirection for payment directly by the purchaser's lawyer is required).

Warm Regards, Natalie

Natalie Porcaro-Clermont

Barrister & Solicitor

560 Highland Road West, Unit 1
Hamilton (Stoney Creek), Ontario
L8W 0C4

T: 905-963-8808 F: 1-905-756-1050

natalie@porcarolaw.ca

www.porcarolaw.ca

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From: Mark van Zandvoort

<mvanzandvoort@airdberlis.com>

Date: Tuesday, May 6, 2025 at 5:40 PM

To: Natalie Porcaro-Clermont

<natalie@porcarolaw.ca>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>,

Adrienne Ho <aho@airdberlis.com>, Calvin

Horsten <chorsten@airdberlis.com>,

ngoldstein@ksvadvisory.com

<ngoldstein@ksvadvisory.com>, David Sieradzki

<dsieradzki@ksvadvisory.com>, Jordan Wong

(jwong@ksvadvisory.com)

<jwong@ksvadvisory.com>, Tony Trifunovic

<ttrifunovic@ksvadvisory.com>,

randyhoffner66@gmail.com

<randyhoffner66@gmail.com>, Jasraj Shergill

<jshergill@airdberlis.com>, Alex Le

<alex@porcarolaw.ca>

Subject: RE: CPL - 601 Maplehurst Ave,
Oakville, Ontario L6L 4Y8

Natalie – I confirm our receipt of Rick Arnold's email attached advising of the purchaser's solicitor's contact information. Please get back to me concerning (i) if the security can be paid by Mr. Hoffner to our firm in trust in advance of closing, or (ii) if you are proposing that the security be paid directly by purchaser's counsel to our firm on closing. We will then finalize the necessary documentation to circulate accordingly.

Regards,

Mark

Mark van Zandvoort

Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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Toronto | Vancouver

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From: Mark van Zandvoort
Sent: May 6, 2025 3:16 PM
To: Natalie Porcaro-Clermont <natalie@porcarolaw.ca>; Alex Le <alex@porcarolaw.ca>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com; David Sieradzki <dsieradzki@ksvadvisory.com>; Jordan Wong <jwong@ksvadvisory.com> <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; randyhoffner66@gmail.com; Jasraj Shergill <jshergill@airdberlis.com>
Subject: RE: CPL - 601 Maplehurst Ave, Oakville, Ontario L6L 4Y8

We will send you draft documents shortly. Please confirm in the interim: (A) (i) if the security can be paid by Mr. Hoffner to our firm in trust in advance of closing, or (ii) if you are proposing that the security be paid directly by purchaser's counsel to our firm on closing; and (B) provide us with the purchaser's solicitor's contact information so we can insert it as needed into the draft documents.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Natalie Porcaro-Clermont <natalie@porcarolaw.ca>
Sent: May 6, 2025 3:02 PM
To: Alex Le <alex@porcarolaw.ca>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com; David Sieradzki <dsieradzki@ksvadvisory.com>; Jordan Wong <jwong@ksvadvisory.com> <jwong@ksvadvisory.com>

Tony Trifunovic <ttrifunovic@ksvadvisory.com>;
randyhoffner66@gmail.com; Jasraj Shergill
<jshergill@airdberlis.com>

Subject: Re: CPL - 601 Maplehurst Ave, Oakville, Ontario
L6L 4Y8

To clarify, we do not yet have a Notice of Fulfilment and
are awaiting same from the brokerage.

Warm Regards, Natalie

Natalie Porcaro-Clermont

Barrister & Solicitor

560 Highland Road West, Unit 1
Hamilton (Stoney Creek), Ontario
L8W 0C4

T: 905-963-8808 F: 1-905-756-1050

natalie@porcarolaw.ca

www.porcarolaw.ca

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attachments from your system. Thank you!

From: Alex Le <alex@porcarolaw.ca>

Date: Tuesday, May 6, 2025 at 2:47 PM

To: Mark van Zandvoort

<mvanzandvoort@airdberlis.com>, Natalie
Porcaro-Clermont <natalie@porcarolaw.ca>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>,
Adrienne Ho <aho@airdberlis.com>, Calvin
Horsten <chorsten@airdberlis.com>,
ngoldstein@ksvadvisory.com
<ngoldstein@ksvadvisory.com>, David Sieradzki
<dsieradzki@ksvadvisory.com>, Jordan Wong
(jwong@ksvadvisory.com)

<jwong@ksvadvisory.com>, Tony Trifunovic

<ttrifunovic@ksvadvisory.com>,

randyhoffner66@gmail.com

<randyhoffner66@gmail.com>, Jasraj Shergill

<jshergill@airdberlis.com>

Subject: Re: CPL - 601 Maplehurst Ave,
Oakville, Ontario L6L 4Y8

Hi Mark,

Apologies, the previously sent APS was not the correct
version. Please find the firm and final copy attached.

Warm Regards, Alex

Alex Le

Law Clerk

560 Highland Road West, Unit 1

Hamilton (Stoney Creek), Ontario

L8W 0C4

T: 905-963-8808 F: 1-905-756-1050

alex@porcarolaw.ca

www.porcarolaw.ca

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From: Alex Le

Sent: Monday, May 5, 2025 3:39 PM

To: Mark van Zandvoort; Natalie Porcaro-Clermont

Cc: Kyle Plunkett; Adrienne Ho; Calvin Horsten;
ngoldstein@ksvadvisory.com; David Sieradzki; Jordan
Wong (jwong@ksvadvisory.com); Tony Trifunovic;
randyhoffner66@gmail.com; Jasraj Shergill

Subject: Re: CPL - 601 Maplehurst Ave, Oakville, Ontario
L6L 4Y8

Hello Mark,

Please find the APS attached for your reference.

Kindly prepare any necessary documentation and advise us if there is anything further we need to provide in order to facilitate the deletion of the Caution from title.

Warm Regards, Alex

Alex Le

Law Clerk

560 Highland Road West, Unit 1

Hamilton (Stoney Creek), Ontario

L8W 0C4

T: 905-963-8808 F: 1-905-756-1050

alex@porcarolaw.ca

www.porcarolaw.ca

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From: Mark van Zandvoort

Sent: Monday, May 5, 2025 3:33 PM

To: Natalie Porcaro-Clermont

Cc: Kyle Plunkett; Adrienne Ho; Calvin Horsten; ngoldstein@ksvadvisory.com; David Sieradzki; Jordan Wong (jwong@ksvadvisory.com); Tony Trifunovic; Alex Le; randyhoffner66@gmail.com; Jasraj Shergill

Subject: Re: CPL - 601 Maplehurst Ave, Oakville, Ontario L6L 4Y8

Natalie,

We were contacted by Mr. Hoffner (copied here) this afternoon, who indicated that he has entered into an agreement to sell 601 Maplehurst with a May 30 closing date, and that he is prepared to post security in lieu of the CPL. Such security must be in the sum of \$731,331.20 and must be paid to Aird & Berlis LLP in trust or to the Receiver prior to the discharge of the CPL. The security shall remain in place pending final disposition of the action commenced by the Receiver against Mr. Hoffner or further order of the Court.

The foregoing sum is the amount which was paid to Olympia in exchange for the discharge of its charge on the Maplehurst property.

We understand from Mr. Hoffner that you are acting for Mr. Hoffner on this pending sale transaction.

Please confirm this arrangement is acceptable, in which case, we will prepare the necessary documentation to ensure that the security is paid directly to our firm or to the Receiver prior to the discharge being registered. Please also provide us with a copy of the agreement of

purchase and sale and the purchaser's
counsel's contact information.

We look forward to hearing from you.

Regards,
Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Mark van Zandvoort
<mvanzandvoort@airdberlis.com>
Sent: Friday, April 11, 2025 11:27 AM
To: Natalie Porcaro-Clermont <natalie@porcarolaw.ca>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>;
ngoldstein@ksvadvisory.com
<ngoldstein@ksvadvisory.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; Jordan Wong <jwong@ksvadvisory.com> <jwong@ksvadvisory.com>;
Tony Trifunovic <ttrifunovic@ksvadvisory.com>; Alex Le <alex@porcarolaw.ca>; Colleen Pihokker <cpihokker@airdberlis.com>
Subject: RE: Notice of Caution- 601 Maplehurst Ave,
Oakville, Ontario L6L 4Y8

Natalie,

We did not receive any responsive information from your client's litigation counsel. As we advised Mr. Hoffner yesterday evening, on behalf of the Receiver, we have registered a Certificate of Pending Litigation on 601 Maplehurst Ave, pursuant to the Order and Certificate of Pending Litigation issued by the Ontario Superior Court of Justice (Commercial List) on April 10, 2025, attached.

Given the foregoing, the registrations on title to the property are to preserve the Receiver's interest and will not be deleted.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

Aird & Berlis LLP

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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.

From: Natalie Porcaro-Clermont

<natalie@porcarolaw.ca>

Sent: April 11, 2025 11:01 AM

To: Colleen Pihokker

<cpihokker@airdberlis.com>

Cc: Mark van Zandvoort

<mvanzandvoort@airdberlis.com>; Kyle

Plunkett <kplunkett@airdberlis.com>; Adrienne

Ho <aho@airdberlis.com>; Calvin Horsten

<chorsten@airdberlis.com>;

ngoldstein@ksvadisory.com; David Sieradzki

<dsieradzki@ksvadisory.com>; Jordan Wong

(jwong@ksvadisory.com)

<jwong@ksvadisory.com>; Tony Trifunovic

<ttrifunovic@ksvadisory.com>; Alex Le

<alex@porcarolaw.ca>

Subject: Re: Notice of Caution- 601 Maplehurst
Ave, Oakville, Ontario L6L 4Y8

Good morning,

We understand that our client's litigation
counsel has forwarded you all requested
information in your correspondence attached.

Please confirm whether anything further is
outstanding, and whether you will agree to
delete the Caution from title.

Warm Regards, Natalie

Natalie Porcaro-Clermont

Barrister & Solicitor

560 Highland Road West, Unit 1

Hamilton (Stoney Creek), Ontario

L8W 0C4

T: 905-963-8808 F: 1-905-756-1050

natalie@porcarolaw.ca

www.porcarolaw.ca

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From: Colleen Pihokker
<cpihokker@airdberlis.com>
Date: Thursday, March 27, 2025 at 11:51 AM
To: Natalie Porcaro-Clermont
<natalie@porcarolaw.ca>
Cc: Mark van Zandvoort
<mvanzandvoort@airdberlis.com>, Kyle Plunkett <kplunkett@airdberlis.com>, Adrienne Ho <aho@airdberlis.com>, Calvin Horsten <chorsten@airdberlis.com>, ngoldstein@ksvadvisory.com <ngoldstein@ksvadvisory.com>, David Sieradzki <dsieradzki@ksvadvisory.com>, Jordan Wong (jwong@ksvadvisory.com) <jwong@ksvadvisory.com>, Tony Trifunovic <ttrifunovic@ksvadvisory.com>, Alex Le <alex@porcarolaw.ca>
Subject: RE: Notice of Caution- 601 Maplehurst Ave, Oakville, Ontario L6L 4Y8

Sent on behalf of Mark van Zandvoort

Attached please find correspondence of today's date (March 27th, 2025).

Thank you.

Sincerely,

Colleen Pihokker

Assistant to Mark van Zandvoort & Vedran Simkic

T 416.863.1500 x2045

F 416.863.1515

E cpihokker@airdberlis.com

Aird & Berlis LLP | Lawyers

Brookfield Place, 181 Bay Street, Suite 1800

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From: Alex Le <alex@porcarolaw.ca>

Sent: March 26, 2025 2:22 PM

To: Mark van Zandvoort

<mvanzandvoort@airdberlis.com>

Cc: Natalie Porcaro-Clermont

<natalie@porcarolaw.ca>

Subject: Notice of Caution- 601 Maplehurst
Ave, Oakville, Ontario L6L 4Y8

Hello Mark,

Our office is representing Randy Hoffner and Pauline Hoffner in their refinance for the above-mentioned property.

We have noticed that a Notice of Caution is registered on the title, and you are the monitor.

Could you please advise if the Notice of Caution can be deleted, and if so, provide the necessary details on how to proceed?

Alternatively, if the Notice cannot be deleted, would you be able to provide consent to register a second mortgage on the title?

Warm Regards, Alex

Alex Le

Law Clerk

560 Highland Road West, Unit 1

Hamilton (Stoney Creek), Ontario

L8W 0C4

T: 905-963-8808 F: 1-905-756-1050

alex@porcarolaw.ca

www.porcarolaw.ca

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<Affidavit of Service of Notice of Action and Statement of Claim on RANDY HOFFNER - 02-JUL-2025(65032925.1).pdf>

APPENDIX JJJ

March 12, 2025

BY EMAIL - kbernofsky@grllp.com

Ms. Karen Bernofsky
Gardiner Roberts LLP
Bay Adelaide Centre – East Tower
22 Adelaide Street West, Suite 3600
Toronto, ON M5H 4E3

Dear Ms. Bernofsky:

**RE: *Mizue Fukiage et al. v. Clearview Garden Estates Inc. et al.* bearing Court
File No. CV-25-00736577-00CL**

As you know, we are the lawyers to KSV Restructuring Inc. in its capacity as the court-appointed receiver (the “**Receiver**”) in the matter *Mizue Fukiage et al. v. Clearview Garden Estates Inc. et al.* bearing Court File No. CV-25-00736577-00CL. Copies of the [Order](#) of the Ontario Superior Court of Justice (Commercial List) dated March 6, 2025 appointing the Receiver (the “**Appointment Order**”) and the accompanying [Endorsement](#) are hyperlinked here.

Capitalized terms herein have the meaning ascribed to them in the Appointment Order.

Pursuant to paragraphs 29 to 33 of the Appointment Order, the Toronto Dominion Bank has now disclosed to the Receiver the enclosed excel spreadsheet with certain transaction details from the Hundal Account, being the account owned and operated by your client Parminder Hundal Law Professional Corporation. The enclosed spreadsheet reflects your client’s receipt of the Sale Proceeds in the sum of \$1,899,528.20 on February 5, 2025 from McKenzie Lake Lawyers LLP, and details subsequent transactions in the Hundal Account which took place in February 2025.

Please confer with your client and advise the undersigned **by no later than 5 p.m. on Thursday, March 13, 2025** as to whether:

- i. the Sale Proceeds, or any portion thereof, were transferred out of the Hundal Account;
- ii. If so, to whom and for what purpose were the Sale Proceeds transferred and on what dates and in what amounts. Please make reference to the enclosed spreadsheet to the extent any such transfers are identified. Please provide the undersigned with the identity, and last known contact information including email addresses, for any such recipients; and

March 12, 2025
Page 2

- iii. what quantum of the Sale Proceeds currently remain (if any) in the Hundal Account.

We look forward to hearing from you.

Yours truly,

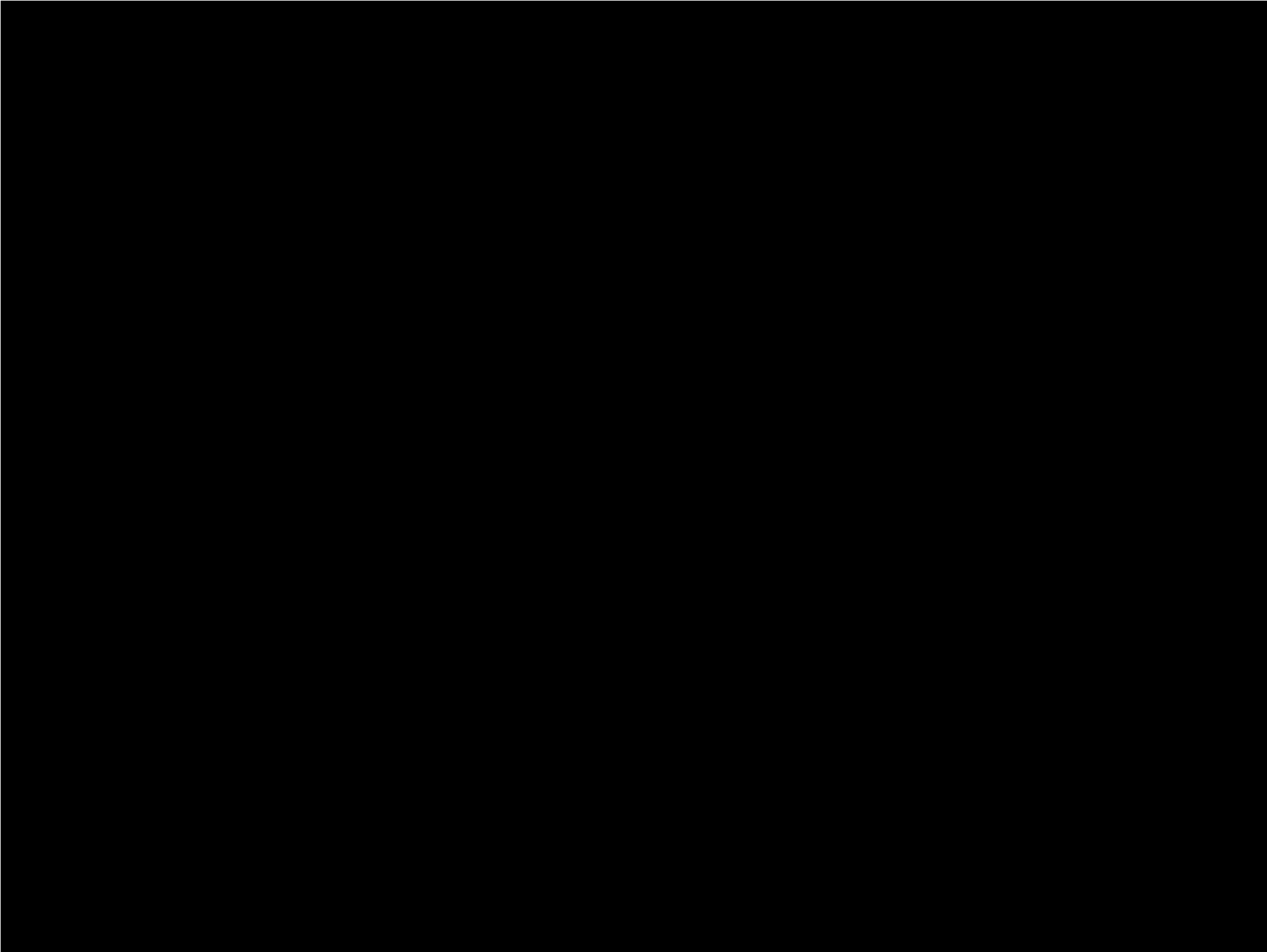
AIRD & BERLIS LLP

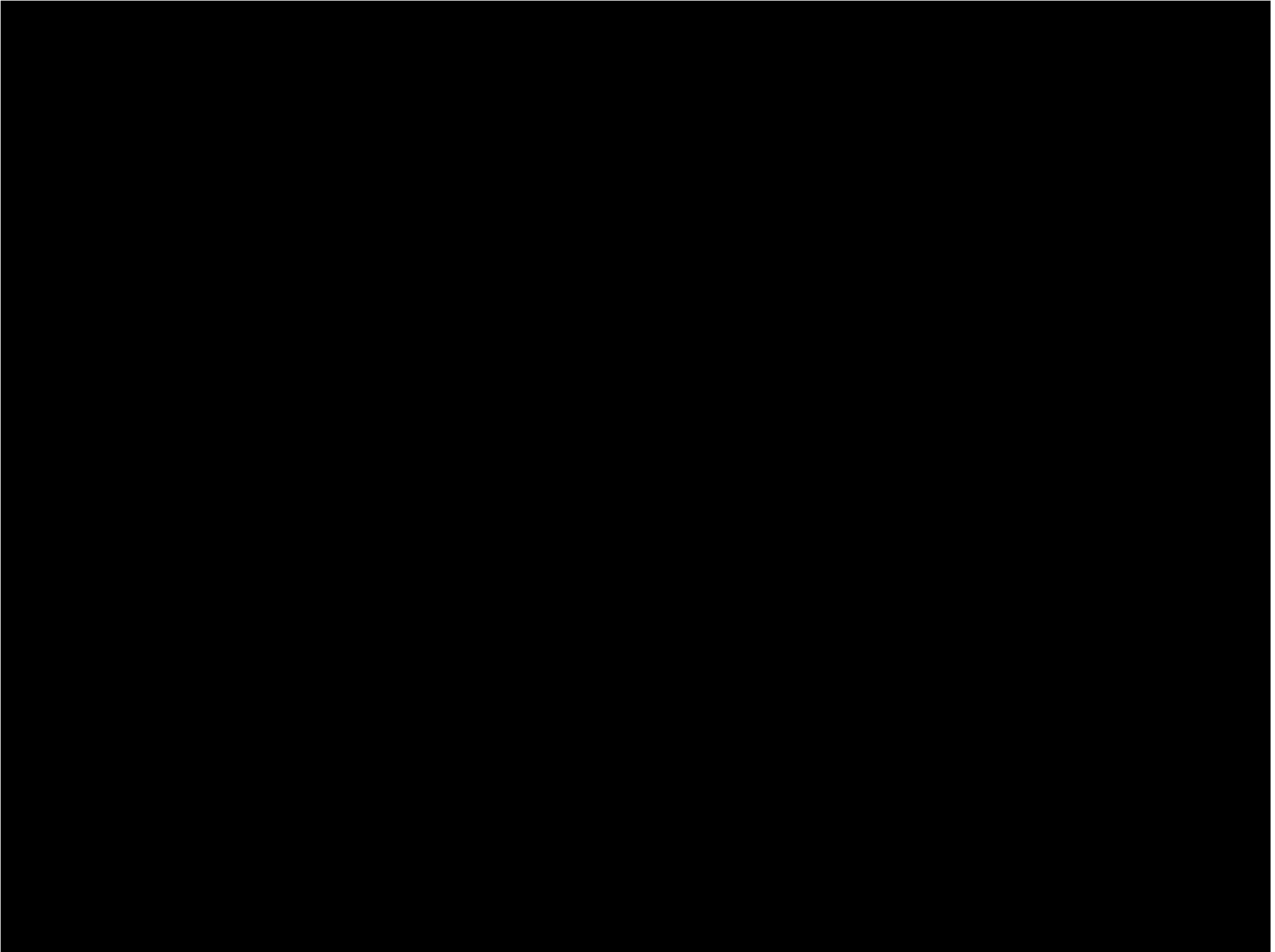
A handwritten signature in blue ink, appearing to read 'Mark van Zandvoort', with a stylized flourish extending to the right.

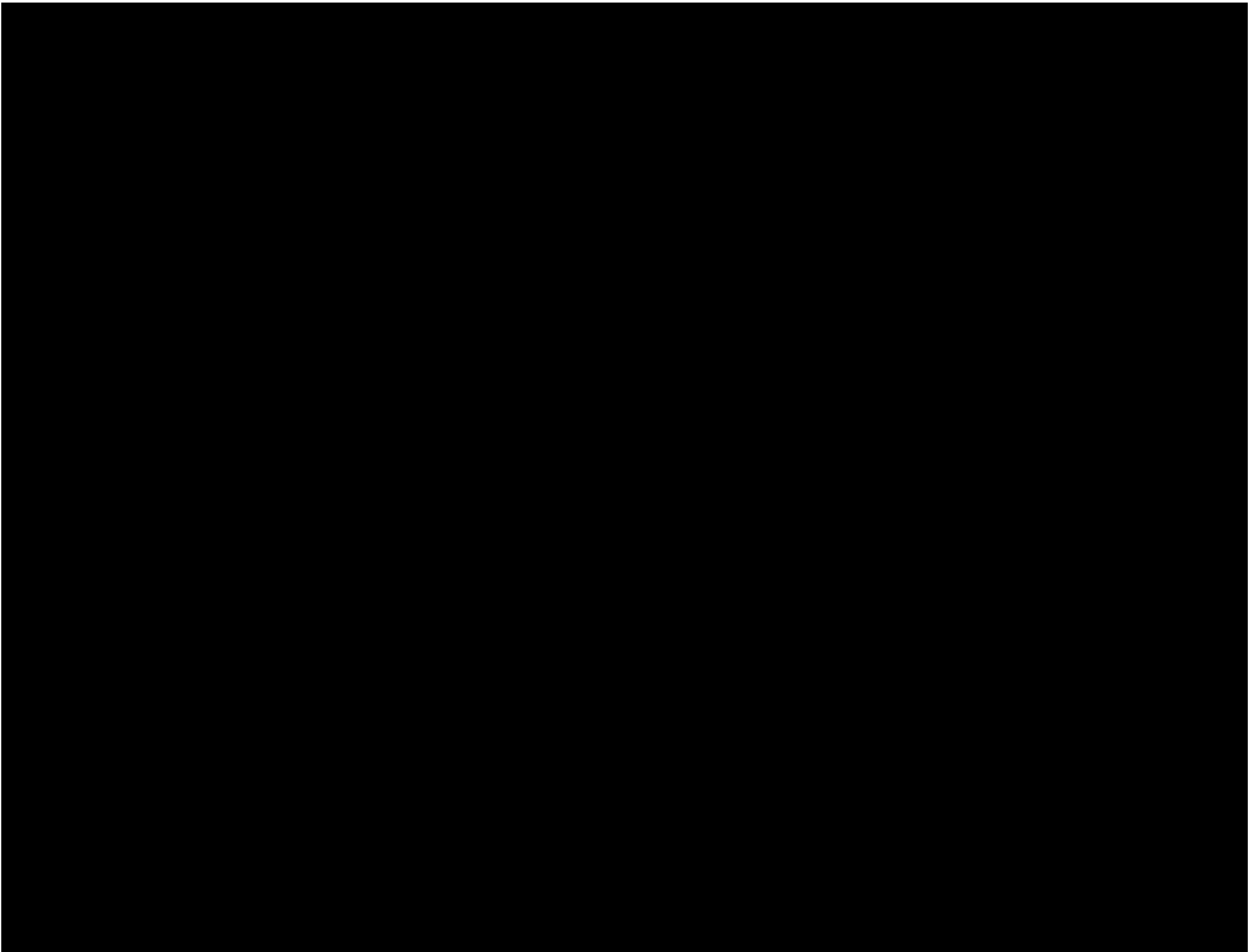
Mark van Zandvoort
MvZ\cp

Encl.

cc: Kyle Plunkett and Adrienne Ho, Aird & Berlis LLP
Noah Goldstein, David Sieradzki & Jordan Wong, KSV Restructuring Inc.
63775344.1









APPENDIX KKK

From: Bernofsky, Karen <kbernofsky@grllp.com>
Sent: April 22, 2025 5:27 PM
To: Mark van Zandvoort
Cc: Johnson, Chrystal; Cook, James
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL
Attachments: TORONTO-#2328276-v1-D_Bank_Spreadsheet_highlighted_final.PDF

Hi Mark,

Thank you for your patience. I understand that Ms. Hundal had surgery that resulted in complications, and that is what has been delaying her from responding substantively to emails. Attached is a copy of your spreadsheet. I have highlighted the transactions that I am advised relate to London Valley IV. The blue highlight is the sale proceeds coming into the account. I am advised that the transactions to Ms. Hundal's firm paid outstanding bills owed by London Valley IV to the firm for its legal services. I also understand there is a small amount, under \$10,000, remaining in trust for LV4.

Thanks,

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: Tuesday, April 22, 2025 9:19 AM
To: Bernofsky, Karen <kbernofsky@grllp.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; ngoldstein@ksvadvisory.com; Jordan Wong <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Karen,

We are following-up once again, as this information is readily available to Ms. Hundal, and can be provided. Clearly, the choice is being made not to provide the information requested by the Receiver in breach of the Appointment Order. Please advise today as to the status and particulars of any distribution of the \$1,899,528.20 sale proceeds which she received on February 5, 2025. Ms. Hundal has separately been in touch with us by email at the end of March, and is accordingly still accessing email and is well able to advise of the information requested.

We look forward to hearing from you today with the requested information today.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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From: Bernofsky, Karen <kbernofsky@grllp.com>

Sent: April 14, 2025 9:44 AM

To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; ngoldstein@ksvadvisory.com; Jordan Wong <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Mark,

I apologize for the delay. Ms. Hundal has an ongoing health issue that has prevented her from providing me with some of the information we need. We will forward the information as soon as we are able.

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Sent: Monday, April 14, 2025 9:37 AM

To: Bernofsky, Karen <kbernofsky@grllp.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; ngoldstein@ksvadvisory.com; Jordan Wong <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>

Subject: re: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Importance: High

Karen:

We have still not received a substantive response from you to our March 12, 2025 letter and enclosures, attached. Our request is straightforward, and your client must advise as to the status of the \$1,899,528.20 sale proceeds which she received on February 5, 2025. Please provide a response today, as the Receiver is entitled to such information, and to take possession of the proceeds, pursuant to paragraphs 5 and 6 of the [Appointment Order](#) issued by the Ontario Superior Court of Justice (Commercial List) on March 6, 2025.

Regards.

Mark

Mark van Zandvoort

Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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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: Adrienne Ho <aho@airdberlis.com>
Sent: March 17, 2025 3:45 PM
To: Bernofsky, Karen <kbernofsky@grllp.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>; Colleen Pihokker <cpihokker@airdberlis.com>
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Karen,

I am assisting Mark with this matter. Further to the attached letter, have you had a chance to speak with your client and LawPro?

Thank you.

Best Regards,

Adrienne Ho
Associate

T 416.637.7980
F 416.863.1515
E aho@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, ON M5J 2T9 | airdberlis.com



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From: Bernofsky, Karen <kbernofsky@grllp.com>
Sent: March 13, 2025 2:24 PM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>; Colleen Pihokker <cpihokker@airdberlis.com>
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Mark,

As I explained in my previous email, we will all do our best to get you a response as soon as possible.

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: Thursday, March 13, 2025 2:18 PM
To: Bernofsky, Karen <kbernofsky@grllp.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>; Colleen Pihokker <cpihokker@airdberlis.com>
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Karen,

As you have undoubtedly advised your client, paragraphs 5 and 6 of the Order (Appointing Receiver) requires access and cooperation to be **forthwith** provided. Without limiting the foregoing, paragraphs 5 and 6 of the Order requires that the Respondent's current and former legal counsel (your client) to forthwith advise the Receiver of any information related to the business and affairs of the Respondents and the Property.

As such, your client has an obligation under the Order to provide the requested information forthwith. We trust this request will accordingly be given immediate attention.

Regards,

Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Bernofsky, Karen <kbernofsky@grllp.com>

Sent: March 13, 2025 1:50 PM

To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>; Colleen Pihokker <cpihokker@airdberlis.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Mark,

Unfortunately, Ms. Hundal has competing time-sensitive obligations in her practice. It will also take me time to get instructions from LawPro once I have Ms. Hundal's response. Everyone will do their best to get you the response as soon as possible.

Thanks,

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Sent: Thursday, March 13, 2025 1:40 PM

To: Bernofsky, Karen <kbernofsky@grllp.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com;

dsieradzki@ksvadvisory.com; Jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>; Colleen Pihokker <cpihokker@airdberlis.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Karen,

As you will appreciate, this is of high importance, and the response we've requested from your client would be evident and available to her in a matter of minutes. We would reiterate our request that you please advise us today.

Best,

Mark

Mark van Zandvoort
Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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From: Bernofsky, Karen <kbernofsky@grllp.com>

Sent: March 13, 2025 1:18 PM

To: Colleen Pihokker <cpihokker@airdberlis.com>

Cc: Mark van Zandvoort <mvanzandvoort@airdberlis.com>; Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; Jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Mark,

I have received your letter. It will take me some time to look into your request and get instructions. I don't expect it will be today, but I will get back to you as soon as I can.

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Colleen Pihokker <cpihokker@airdberlis.com>

Sent: Wednesday, March 12, 2025 3:54 PM

To: Bernofsky, Karen <kbernofsky@grllp.com>

Cc: Mark van Zandvoort <mvanzandvoort@airdberlis.com>; Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; Jwong@ksvadvisory.com

Subject: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Importance: High

Sent on behalf of Mark van Zandvoort

Attached please find correspondence of today's date (March 12, 2025).

Thank you.

Sincerely,

Colleen Pihokker

Assistant to Mark van Zandvoort & Vedran Simkic

T 416.863.1500 x2045

F 416.863.1515

E cpihokker@airdberlis.com

Aird & Berlis LLP | Lawyers

Brookfield Place, 181 Bay Street, Suite 1800

Toronto, ON M5J 2T9 | airdberlis.com



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02/07/2025	CERTIFIED CHQ #03351	\$	817,859.49	DR	To: MAHTAB NALI
02/10/2025	CHQ#03350-4141552521	\$	80,800.00	DR	Remax West Realty inc Brokerage
02/10/2025	RQ554 TFR-TO 5017322	\$	58,000.00	DR	5017322 1140 - PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
02/10/2025	SEND E-TFR ***BPW	\$	5,000.00	DR	BALLY hundal / Bally@hundallawfirm.com
02/12/2025	HI133 TFR-TO 5017322	\$	5,000.00	DR	5017322 1140 - PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
02/18/2025	CERTIFIED CHQ #03354	\$	80,800.00	DR	To: NALI AND ASSOCIATES
02/20/2025	IJ540 TFR-TO 5017322	\$	30,000.00	DR	5017322 1140 - PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION

[illegible]

APPENDIX LLL

From: Bernofsky, Karen <kbernofsky@grllp.com>
Sent: April 23, 2025 3:26 PM
To: Mark van Zandvoort
Cc: Johnson, Chrystal; Cook, James
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Mark,

I had understood your first email to suggest that all the items listed below had been requested in the previous letter and that we had failed to respond to them. Since it appears that we agree on what was in the March 12th letter and what is new, I don't think there is any value in discussing it further. However, I would still ask that you be a little more cautious with respect to making allegations. As I mentioned in my first email, this was not the first time that I had this concern. To provide you with another example, in your email yesterday, you wrote that "clearly" we were making a "choice" to withhold information. Although I did not specifically address it in my response yesterday, for the sake of completeness, that allegation is untrue. I had already advised you on April 14th about Ms. Hundal's health issues.

To ensure we are on the same page, I believe we have now answered all the questions in your March letter. The identities of the payees are in the spreadsheet. As I clarified this morning, the contact information for those payees is publicly available. Since these were funds held in a lawyer's trust account, the funds were paid out pursuant to Mr. Pilehvar directions. Mr. Pilehvar would need to explain why he gave Ms. Hundal those directions. I will review the order and seek instructions with respect to the new requests that were made this morning.

Thanks,

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: Wednesday, April 23, 2025 12:58 PM
To: Bernofsky, Karen <kbernofsky@grllp.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; Jordan Wong <Jwong@ksvadvisory.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Karen:

My email sent this morning was accurate, and was properly sent in accordance with the mandate of the Receiver under the Appointment Order. On March 12, 2025, we provided you with a copy of the Appointment Order (reattached here). Our March 12, 2025 correspondence and information requests (attached) expressly requested at paragraph ii:

ii. ...to whom and for what purpose were the Sale Proceeds transferred and on what dates and in what amounts. Please make reference to the enclosed spreadsheet to the extent any such transfers are identified. Please provide

the undersigned with the identity, and last known contact information including email addresses, for any such recipients.

The underlined portions above were not provided in your April 22, 2025 response. As such, our outstanding requests were reiterated in my email this morning, with follow-up requests for information and documentation in accordance with the Appointment Order given the new information which you provided yesterday. The Receiver's entitlement to such information and documentation is apparent in the Appointment Order which we provided to you on March 12, 2025, including in paragraphs 3(c), Schedule "B", 4(a), 4(f), 4(j) (which requires that all Persons shall be required to provide any and all information and documents related to the Respondents and/or the Property requested by the Receiver in connection with any such review), 4(r), 4(t)), 5 and 6 thereof.

We look forward to receiving the requested information and documentation from you today in accordance with the Appointment Order. Please also confirm today concerning the wire payment to the Receiver as requested in my email of this morning below.

Regards,

Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Bernofsky, Karen <kbernofsky@grllp.com>

Sent: April 23, 2025 12:34 PM

To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; Jordan Wong <jwong@ksvadvisory.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Mark,

I have re-read your prior correspondence, and this is the first time you are asking for the additional documentation in your email below. We both have professional obligations concerning civility, and I would appreciate if you could be more conscious of how you frame your correspondence, since this is not the first time that your emails could be read as implying some wrongdoing by me or my client.

Although today is the first time you are requesting this information, my understanding is that Ms. Hundal was directed to send the proceeds to each of the payees by Mr. Pilehvar.

The payees are all companies, whose contact information is public, with the exception of Ms. Nali, for whom my client does not have any contact information.

I will need to review the order again to determine whether and to what extent it requires my client to respond to any of your new requests, and I will need instructions from Ms. Hundal and LawPro with respect to same. We are doing our best to assist promptly, but Ms. Hundal's ability to assist is still limited by the ongoing complications from her surgery. We will respond as soon as we are reasonably able to do so.

Thanks,

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Sent: Wednesday, April 23, 2025 11:01 AM

To: Bernofsky, Karen <kbernofsky@grllp.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; Jordan Wong <jwong@ksvadvisory.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Importance: High

Karen:

Your April 22nd response and highlighted entries provided (attached) is not fully responsive to our March 12, 2025 information requests. Please provide today:

- i. With respect to the yellow highlighted entries attached:
 - a. the full names and contact information (including email addresses) of each recipient and the purpose for which each recipient received the funds and who authorized each distribution on behalf of LV IV;
 - b. the wire confirmations for each yellow highlighted distribution; and
 - c. any documentation concerning the basis for each yellow highlighted distribution on behalf of LV IV;
- ii. Copies of the legal accounts which were paid to Ms. Hundal's firm with the sale proceeds (as highlighted in the attached) which evidence that those accounts concerned services rendered to LV IV; and
- iii. Wire the remaining sale proceeds today to the Receiver, per the wire instructions, attached. Please advise of the amount and provide wire confirmation once sent to the Receiver today.

We look forward to receiving this information, documentation, and wire from you today.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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From: Bernofsky, Karen <kbernofsky@grllp.com>

Sent: April 22, 2025 5:27 PM

To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Mark,

Thank you for your patience. I understand that Ms. Hundal had surgery that resulted in complications, and that is what has been delaying her from responding substantively to emails. Attached is a copy of your spreadsheet. I have highlighted the transactions that I am advised relate to London Valley IV. The blue highlight is the sale proceeds coming into the account. I am advised that the transactions to Ms. Hundal's firm paid outstanding bills owed by London Valley IV to the firm for its legal services. I also understand there is a small amount, under \$10,000, remaining in trust for LV4.

Thanks,

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Sent: Tuesday, April 22, 2025 9:19 AM

To: Bernofsky, Karen <kbernofsky@grllp.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; ngoldstein@ksvadvisory.com; Jordan Wong <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Karen,

We are following-up once again, as this information is readily available to Ms. Hundal, and can be provided. Clearly, the choice is being made not to provide the information requested by the Receiver in breach of the Appointment Order. Please advise today as to the status and particulars of any distribution of the \$1,899,528.20 sale proceeds which she received on February 5, 2025. Ms. Hundal has separately been in touch with us by email at the end of March, and is accordingly still accessing email and is well able to advise of the information requested.

We look forward to hearing from you today with the requested information today.

Regards,

Mark van Zandvoort

Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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From: Bernofsky, Karen <kbernofsky@grllp.com>

Sent: April 14, 2025 9:44 AM

To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; ngoldstein@ksvadvisory.com; Jordan Wong <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Mark,

I apologize for the delay. Ms. Hundal has an ongoing health issue that has prevented her from providing me with some of the information we need. We will forward the information as soon as we are able.

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Sent: Monday, April 14, 2025 9:37 AM

To: Bernofsky, Karen <kbernofsky@grllp.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; ngoldstein@ksvadvisory.com; Jordan Wong <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>

Subject: re: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Importance: High

Karen:

We have still not received a substantive response from you to our March 12, 2025 letter and enclosures, attached. Our request is straightforward, and your client must advise as to the status of the \$1,899,528.20 sale proceeds which she received on February 5, 2025. Please provide a response today, as the Receiver is entitled to such information, and to take possession of the proceeds, pursuant to paragraphs 5 and 6 of the [Appointment Order](#) issued by the Ontario Superior Court of Justice (Commercial List) on March 6, 2025.

Regards.

Mark

Mark van Zandvoort

Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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From: Adrienne Ho <aho@airdberlis.com>

Sent: March 17, 2025 3:45 PM

To: Bernofsky, Karen <kbernofsky@grllp.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com;

Jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>; Colleen Pihokker <cpihokker@airdberlis.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Karen,

I am assisting Mark with this matter. Further to the attached letter, have you had a chance to speak with your client and LawPro?

Thank you.

Best Regards,

Adrienne Ho
Associate

T 416.637.7980
F 416.863.1515
E aho@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, ON M5J 2T9 | airdberlis.com



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From: Bernofsky, Karen <kbernofsky@grllp.com>

Sent: March 13, 2025 2:24 PM

To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; Jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>; Colleen Pihokker <cpihokker@airdberlis.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Mark,

As I explained in my previous email, we will all do our best to get you a response as soon as possible.

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Sent: Thursday, March 13, 2025 2:18 PM

To: Bernofsky, Karen <kbernofsky@grllp.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; Jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>; Colleen Pihokker <cpihokker@airdberlis.com>

Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Karen,

As you have undoubtedly advised your client, paragraphs 5 and 6 of the Order (Appointing Receiver) requires access and cooperation to be **forthwith** provided. Without limiting the foregoing, paragraphs 5 and 6 of the Order requires that the Respondent's current and former legal counsel (your client) to forthwith advise the Receiver of any information related to the business and affairs of the Respondents and the Property.

As such, your client has an obligation under the Order to provide the requested information forthwith. We trust this request will accordingly be given immediate attention.

Regards,

Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Bernofsky, Karen <kbernofsky@grllp.com>
Sent: March 13, 2025 1:50 PM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>; Colleen Pihokker <cpihokker@airdberlis.com>
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Mark,

Unfortunately, Ms. Hundal has competing time-sensitive obligations in her practice. It will also take me time to get instructions from LawPro once I have Ms. Hundal's response. Everyone will do their best to get you the response as soon as possible.

Thanks,

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: Thursday, March 13, 2025 1:40 PM
To: Bernofsky, Karen <kbernofsky@grllp.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>; Colleen Pihokker <cpihokker@airdberlis.com>
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Karen,

As you will appreciate, this is of high importance, and the response we've requested from your client would be evident and available to her in a matter of minutes. We would reiterate our request that you please advise us today.

Best,

Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

Aird & Berlis LLP

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This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Bernofsky, Karen <kbernofsky@grllp.com>
Sent: March 13, 2025 1:18 PM
To: Colleen Pihokker <cpihokker@airdberlis.com>
Cc: Mark van Zandvoort <mvanzandvoort@airdberlis.com>; Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; Jwong@ksvadvisory.com; Johnson, Chrystal <cjohnson@grllp.com>; Cook, James <jcook@grllp.com>
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Mark,

I have received your letter. It will take me some time to look into your request and get instructions. I don't expect it will be today, but I will get back to you as soon as I can.

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Colleen Pihokker <cpihokker@airdberlis.com>
Sent: Wednesday, March 12, 2025 3:54 PM
To: Bernofsky, Karen <kbernofsky@grllp.com>
Cc: Mark van Zandvoort <mvanzandvoort@airdberlis.com>; Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; Jwong@ksvadvisory.com
Subject: Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL
Importance: High

Sent on behalf of Mark van Zandvoort

Attached please find correspondence of today's date (March 12, 2025).

Thank you.

Sincerely,

Colleen Pihokker
Assistant to Mark van Zandvoort & Vedran Simkic

T 416.863.1500 x2045
F 416.863.1515
E cpihokker@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, ON M5J 2T9 | airdberlis.com



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Le contenu de cet envoi, peut être privilégié et confidentiel, ne s'adresse qu'au(x) destinataire(s) indiqué(s) ci-dessus. Toute autre distribution, expédition ou divulgation est strictement interdite. Si vous avez reçu ce message par erreur, svp informez-nous immédiatement et supprimez ce message de votre boîte de réception sans lecture ou la copier.

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APPENDIX MMM

From: Bernofsky, Karen <kbernofsky@grllp.com>
Sent: July 4, 2025 11:22 AM
To: Adrienne Ho
Cc: Jordan Wong (jwong@ksvadvisory.com); David Sieradzki; Mark van Zandvoort; Calvin Horsten; Johnson, Chrystal; Kyle Plunkett
Subject: RE: : Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL
Attachments: Remax invoice and proof of deposit.pdf; Wire confirmation - Blaney McMurtry.pdf; Account - PH17-1721 \$3955 owing.pdf; Account - Various Talbot and Tottenham - \$9,040.pdf; Mahtab Nali - Net proceeds - Deposit Proof and Direction.pdf; Nali \$80,800 - deposit and direction.pdf; Olympia Trust Wire and Payout Statement.pdf; Proof of Property Tax payment - \$7,001.19.pdf; PH18-0015 - \$24860 with late penalty_Redacted.pdf

Good morning,

Thanks for your patience. Attached are the documents in response to your request. One of the documents is a retainer agreement that is arguably confidential and privileged, so I redacted the parts that I do not believe to be relevant.

Thanks,

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Bernofsky, Karen
Sent: Tuesday, June 24, 2025 7:59 PM
To: 'Adrienne Ho' <aho@airdberlis.com>
Cc: Jordan Wong (jwong@ksvadvisory.com) <jwong@ksvadvisory.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; Johnson, Chrystal <cjohnson@grllp.com>; Kyle Plunkett <kplunkett@airdberlis.com>
Subject: RE: : Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Adrienne,

I expect to provide some documents by the end of this week.

Karen Bernofsky • Associate

Gardiner Roberts LLP

Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3

T 416.865.3326 | F 416.865.6636 | E kbernofsky@grllp.com

From: Adrienne Ho <aho@airdberlis.com>
Sent: Monday, June 23, 2025 9:37 PM
To: Bernofsky, Karen <kbernofsky@grllp.com>
Cc: Jordan Wong (jwong@ksvadvisory.com) <jwong@ksvadvisory.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; 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 Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hi Karen,

Hope that all is well. When we last spoke around the time of the emails below, you had mentioned that you were in the process of gathering information in response to the Receiver's inquiries.

Are you in a position to provide an update as to when you can provide us with this information, since that was a few weeks ago? Please provide us with the requested information as soon as possible.

Thank you.

Best Regards,

Adrienne Ho
Associate

T 416.637.7980
E aho@airdberlis.com

Aird & Berlis LLP | Lawyers
Toronto | Vancouver

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From: Adrienne Ho

Sent: May 21, 2025 1:24 PM

To: Joan Kamtha-Brown <joan@hundallaw.ca>

Cc: Hundal Law <reception@hundallaw.ca>; Bernofsky, Karen <kbernofsky@grllp.com>; Jordan Wong (<jwong@ksvadvisory.com>) <jwong@ksvadvisory.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; Kyle Plunkett <kplunkett@airdberlis.com>; Johnson, Chrystal <cjohnson@grllp.com>

Subject: RE: : Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Ms. Kamtha-Brown,

We ask that you keep Ms. Bernofsky copied on emails. I also understand that Ms. Bernofsky is in examinations, so further to her auto-reply, I have copied in her assistant, Chrystal.

Thanks.

Best Regards,

Adrienne Ho
Associate

T 416.637.7980
E aho@airdberlis.com

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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: Joan Kamtha-Brown <joan@hundallaw.ca>

Sent: May 21, 2025 1:20 PM

To: Adrienne Ho <aho@airdberlis.com>

Cc: Joan Kamtha-Brown <joan@hundallaw.ca>

Subject: RE: : Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Thank you received. We shall follow up shortly.

Please be advised that E-Mail is not a reliable form of communication. We strive to respond to all emails within 48 hours. If your matter is urgent, please call the office directly.

Regards,

Joan Kamtha-Brown

Assistant to Pam Hundal

PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION

104-490 Bramalea Road

Brampton, Ontario

L6T 2H2

T: 905-799-1004

*if you are not the intended recipient, please notify us immediately. Thank you.

From: Adrienne Ho <aho@airdberlis.com>

Sent: Wednesday, May 21, 2025 1:18 PM

To: Pam Hundal <Pam@hundallaw.ca>

Cc: Joan Kamtha-Brown <joan@hundallaw.ca>; Hundal Law <reception@hundallaw.ca>; Bernofsky, Karen <kbernofsky@grllp.com>; Jordan Wong (jwong@ksvadvisory.com) <Jwong@ksvadvisory.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; 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 Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Ms. Hundal,

We are in receipt of your email below. We have copied Ms. Karen Bernofsky, who we understand is your LawPro counsel.

You have advised that you will be wiring funds. We would assume that these funds are being wired to the Receiver further to a request from Mr. van Zandvoort from our firm that the remaining sale proceeds from sale of the 6211 Colonel Talbot Road property (the “**LV IV Property**”) be sent to the Receiver, per the attached email request from April 23. Please advise us if that is not the case.

The funds can be wired to the Receiver directly, per the attached wire instructions. We have copied Jordan Wong, the Receiver, who can provide verbal confirmation as required.

Best Regards,

Adrienne Ho
Associate

T 416.637.7980

E aho@airdberlis.com

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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: Pam Hundal <Pam@hundallaw.ca>

Sent: May 21, 2025 10:31 AM

To: Adrienne Ho <aho@airdberlis.com>

Cc: Joan Kamtha-Brown <joan@hundallaw.ca>; Hundal Law <reception@hundallaw.ca>

Subject: : Mizue Fukiage et al. v. Clearview Garden Estates Inc.et al. bearing Court File No. CV-25-00736577-00CL

Hello –

Can you please send me the wiring instructions to wire funds in relation to the above matter. Also please confirm who the wiring confirmation is to be sent to.

Your prompt attention would be appreciated as we seek to wire funds today before 12pm.

Regards,

Pam Hundal BS.c LL.b

Parminder Hundal Law Professional Corporation

490 Bramalea Road, Unit 104

Brampton , On. L6T 2H2

Phone: 905-799-1004

Fax: 905-595-5500

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APPENDIX NNN



Payout Statement

Investment Account Services Division

January 31, 2025

Parminder Hundal Law Professional Corporation

Attention:
Fax:
Email: reception@hundallaw.ca

RE: Mortgagor: HOFFNER, RANDYLONDON VALLEY IV INC
Mortgage Registration #HR2004709 & ER1556782
Legal Description: PT LT 41, PL 350, AS IN 745783 & PART LOT 57 WTR AS IN 753369
Our file: MOR#134957 1 of 4
Your File: 601 MAPLEHURST AVE & 6211 COLONEL TALBOT RD

As requested, we are pleased to provide a Payout Statement for the above Mortgage/Hypothec.

Outstanding Amount as of Nov 27 2024	\$462,250.00
Accrued Interest to Jan 31 2025	\$9,878.22
NSF Penalty (if applicable)	\$113.00 <i>bl</i>
Penalty Payment (if applicable)	\$0.00
Discharge Fee	\$84.75 <i>bl</i>

Total Payout Amount due Jan 31 2025 **\$472,325.97** *bl*

Per Diem \$151.97

This Payout Statement only represents the amount owing for Olympia Trust Company's portion of the Mortgage/Hypothec. For any other amount(s) not relating to Olympia Trust Company's portion, please contact your broker directly.

These amounts are provided under the assumption that all payments made under this Mortgage/Hypothec have been cleared by the bank.

Please note: this statement is only valid for 60 days from the date of issue, after which a new statement must be requested. Should you be informed that the payout is no longer proceeding, please contact us as soon as possible so payments can resume.

Olympia Trust Company does not prepare Discharge Documents. Please ensure **Payout Funds and Discharge Documents** for execution are forwarded by 1pm to:

Olympia Trust Company
4000 - 520 3 Ave SW
Calgary, AB T2P 0R3
ATTENTION: Mortgage Payout Department

Sincerely,

Jacob Lesiuk
Payout Specialist, Mortgages
Investment Account Services Division

251874
Account Number

bl

Client Initials

R/leh
+ 6 days
per diem
=
473 237.7



Payout Statement

Investment Account Services Division

January 31, 2025

Parminder Hundal Law Professional Corporation

Attention:
Fax:
Email: reception@hundallaw.ca

RE: Mortgagor: HOFFNER, RANDY LONDON VALLEY IV INC
Mortgage Registration #HR2004709 & ER1556782
Legal Description: PT LT 41, PL 350, AS IN 745783 & PART LOT 57 WTR AS IN 753369
Our file: MOR#134957 2 of 4
Your File: 601 MAPLEHURST AVE & 6211 COLONEL TALBOT RD

As requested, we are pleased to provide a Payout Statement for the above Mortgage/Hypothec.

Outstanding Amount as of Nov 27 2024	\$27,500.00
Accrued Interest to Jan 31 2025	\$587.67
NSF Penalty (if applicable)	\$113.00 <i>BD</i>
Penalty Payment (if applicable)	\$0.00
Discharge Fee	\$84.75 <i>BD</i>

Total Payout Amount due Jan 31 2025 **\$28,285.42** *BD*

Per Diem \$9.04

This Payout Statement only represents the amount owing for Olympia Trust Company's portion of the Mortgage/Hypothec. For any other amount(s) not relating to Olympia Trust Company's portion, please contact your broker directly.

*plus 6 days
per diem
= 28,339.65*

These amounts are provided under the assumption that all payments made under this Mortgage/Hypothec have been cleared by the bank.

Please note: this statement is only valid for 60 days from the date of issue, after which a new statement must be requested. Should you be informed that the payout is no longer proceeding, please contact us as soon as possible so payments can resume.

Olympia Trust Company does not prepare Discharge Documents. Please ensure **Payout Funds and Discharge Documents** for execution are forwarded by 1pm to:

Olympia Trust Company
4000 - 520 3 Ave SW
Calgary, AB T2P 0R3
ATTENTION: Mortgage Payout Department

Sincerely,

Jacob Lesiuk
 Payout Specialist, Mortgages
 Investment Account Services Division

263870
 Account Number



Client Initials



Payout Statement

Investment Account Services Division

January 31, 2025

Parminder Hundal Law Professional Corporation

Attention:
Fax:
Email: reception@hundallaw.ca

RE: Mortgagor: HOFFNER, RANDY LONDON VALLEY IV INC
Mortgage Registration #HR2004709 & ER1556782
Legal Description: PT LT 41, PL 350, AS IN 745783 & PART LOT 57 WTR AS IN 753369
Our file: MOR#134957 3 of 4
Your File: 601 MAPLEHURST AVE & 6211 COLONEL TALBOT RD

As requested, we are pleased to provide a Payout Statement for the above Mortgage/Hypothec.

Outstanding Amount as of Nov 27 2024	\$176,000.00
Accrued Interest to Jan 31 2025	\$3,761.10
NSF Penalty (if applicable)	\$113.00 X
Penalty Payment (if applicable)	\$0.00
Discharge Fee	\$84.75 X

Total Payout Amount due Jan 31 2025 \$179,958.85 X

Per Diem \$57.86

This Payout Statement only represents the amount owing for Olympia Trust Company's portion of the Mortgage/Hypothec. For any other amount(s) not relating to Olympia Trust Company's portion, please contact your broker directly.

These amounts are provided under the assumption that all payments made under this Mortgage/Hypothec have been cleared by the bank.

Please note: this statement is only valid for 60 days from the date of issue, after which a new statement must be requested. Should you be informed that the payout is no longer proceeding, please contact us as soon as possible so payments can resume.

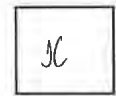
Olympia Trust Company does not prepare Discharge Documents. Please ensure **Payout Funds and Discharge Documents** for execution are forwarded by 1pm to:

Olympia Trust Company
4000 - 520 3 Ave SW
Calgary, AB T2P 0R3
ATTENTION: Mortgage Payout Department

Sincerely,

Jacob Lesiuk
 Payout Specialist, Mortgages
 Investment Account Services Division

309857
 Account Number



Client Initials

plus 6 days per diem
= \$180,306.01



Payout Statement

Investment Account Services Division

January 31, 2025

Parminder Hundal Law Professional Corporation

Attention:

Fax:

Email: reception@hundallaw.ca

RE: Mortgagor: HOFFNER, RANDYLONDON VALLEY IV INC
Mortgage Registration #HR2004709 & ER1556782
Legal Description: PT LT 41, PL 350, AS IN 745783 & PART LOT 57 WTR AS IN 753369
Our file: MOR#134957 4 of 4
Your File: 601 MAPLEHURST AVE & 6211 COLONEL TALBOT RD

As requested, we are pleased to provide a Payout Statement for the above Mortgage/Hypothec.

Outstanding Amount as of Nov 27 2024	\$48,250.00
Accrued Interest to Jan 31 2025	\$1,031.10
NSF Penalty (if applicable)	\$56.50
Penalty Payment (if applicable)	\$0.00

Total Payout Amount due Jan 31 2025 **\$49,337.60**

Per Diem \$15.86

This Payout Statement only represents the amount owing for Olympia Trust Company's portion of the Mortgage/Hypothec. For any other amount(s) not relating to Olympia Trust Company's portion, please contact your broker directly.

These amounts are provided under the assumption that all payments made under this Mortgage/Hypothec have been cleared by the bank.

Please note: this statement is only valid for 60 days from the date of issue, after which a new statement must be requested. Should you be informed that the payout is no longer proceeding, please contact us as soon as possible so payments can resume.

Olympia Trust Company does not prepare Discharge Documents. Please ensure **Payout Funds** and **Discharge Documents** for execution are forwarded by 1pm to:

Olympia Trust Company
4000 - 520 3 Ave SW
Calgary, AB T2P 0R3
ATTENTION: Mortgage Payout Department

Sincerely,

Jacob Lesiuk
 Payout Specialist, Mortgages
 Investment Account Services Division

341613
 Account Number

AC
 Client Initials

plus 6 days
 per diem
 = 49432.76

Wire PaymentsOUR FILE SK25-0025 **Help****Create Payment - Review Payment Details****Print this page**

Template Name:	N/A		
Payment Type:	Payment to Beneficiary		
Payment ID:	Unassigned	TD Payment ID:	Unassigned

Sender Information

TD Bank has populated the sender's name and address based on the settlement account selected. If this information is incorrect, you will need to either contact your relationship manager or your local branch.

Sender Name:	PARMINDER HUNDAL LAW PROF CORP		
Street:	490 BRAMALEA RD UNIT 104		
City:	BRAMPTON		
Prov/State:	ONTARIO - ON	Country:	CANADA - CA
Postal/Zip Code:	L6T 0G1		

Source of Funds:

Source of Funds Name 1:

Source of Funds Type:

Type of Number:

MGE PAYOUT

LONDON VALLEY

IV

Beneficiary Information

Beneficiary Type:	Entity	
Beneficiary Name:	OLYMPIA TRUST COMPANY ✓	COLONEL
Street:	4000-520 3 Ave SW	6211 TALBOT
City:	Calgary	
Prov/State:	ALBERTA - AB	Country:
Postal/Zip Code:	T2P 0R3	CANADA - CA
Payment Destination:	Other Financial Institution ✓	

Telephone Number:

Email:

Account Open Date:

Username:

Account Type:

Account Currency:

Nature of Principle Business:

Authorized Signer Name 1:

MOR 134957

(1, 2, 3 + 4)
COMBINED.**Entity Information**

Entity's Information:

Identity Information

Identification Type:

Beneficiary Account Information

Beneficiary Account Number:

Beneficiary's Bank Information

Beneficiary's Bank Name:

Bank Id:

CANADIAN IMPERIAL BANK OF COMMERCE ✓

CIBCCATT ✓

Street:	309 8 Avenue SW		
City:	Calgary		
Prov/State:	ALBERTA - AB	Country:	CANADA - CA
Postal/Zip Code:	T2P 2P2		

Due Date	Value Date	Payment Must be Sent to Bank Before:
02/05/2025	02/05/2025	02/05/2025 06:00 PM Eastern Time (ET)

Payment Currency	Payment Amount
CAD	731,331.20 ✓

Settlement Currency	FX Type/ Contract Number	Exchange Rate	Settlement Amount	Settlement Account
CAD	Bulletin	1.000000	731,331.20	██████████ ✓

Your Reference**Reason for Wire Payment****Instructions**

Beneficiary:

TD Bank:

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Done

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kj3cjr_node:WP_ReviewWirePaymentDetails.jsp:v_25.3.0.10)

Wire Payments

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Created From Template	Due Date	Value Date	Payment Must be Sent to TD by:
	02/05/2025	02/05/2025	02/05/2025 06:00 PM Eastern Time (ET)
Beneficiary's Name	Beneficiary's Account		
OLYMPIA TRUST COMPANY	<div></div>		
Payment Amount	Payment ID	Created on:	
731,331.20 CAD	45292250205002	05/02/2025 01:51 PM ET	

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Wire Payments

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Authorize - Payment Results

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Total Submitted:	1
Total Successfully Released to Bank:	1
Total Requiring Further Authorization:	0
Submitted on:	05/02/2025 01:52 PM ET

Payment Status	Beneficiary's Name	Due Date	Payment Amount	Last Modified by:	Authorize Status
Accepted	OLYMPIA TRUST COMPANY	02/05/2025	731,331.20 CAD	H0U31248	Auth1 - H0U31248

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Please include an additional \$15.00 for payment of wire processing fee.

The information in this form is only to be used for wiring funds to Olympia Trust Company. A fund processing delay of up to 10 business days may be encountered on third party deposits as a result of banking verification.

Remit to:

Canadian Imperial Bank of Commerce
Toronto, Canada



SWIFT Code	CIBCCATT
Institution Number	0010
Branch Transit Number	00009
Bank Account Number	

With mandatory fields completed as shown:

Ordering Customer SWIFT F57 – Ordering Customer	/Ordering Customer account number Name of Ordering Customer Street Address City, Province Country
Branch of Account SWIFT F57 – Account with Institution	//CC001000009 Canadian Imperial Bank of Commerce 309 8 Ave SW Calgary, AB Canada
Beneficiary SWIFT F59 – Beneficiary Customer	 Olympia Trust Company 4000 - 520 3 Ave SW Calgary, AB Canada

CC = Canadian Code

0010 = Institution number for CIBC

NNNN = 5-digit branch number

Correspondents:

USD	PNBPUS3NNYC CHIPS FED WIRE PAYMENT TYPE	WELLS FARGO BANK, N.A. NEW YORK, USA UID 0509 ABA 026005092 CTR TAG 3600
AUD	WPACAU2S	WESTPAC BANKING CORP, SYDNEY
CHF	UBSWCHZH80A	UBS A.G., ZURICH
DKK	DABADKKK	DANSKE BANK A/S, COPENHAGEN
EUR	SOGEFRPP	SOCIETE GENERALE, PARIS
GBP	BARCGB22	BARCLAYS BANK PLC, LONDON
HKD	HASEHKHH	HANG SENG BANK LIMITED, HONG KONG
JPY	MHCBJPJT	MIZUHO CORPORATE BANK, TOKYO
NOK	NDEANOKK	NORDEA BANK NORGE ASA, OSLO
SEK	DABASESX	DANSKE BANK AS, STOCKHOLM

APPENDIX 000

DIRECTION

TO: Parminder Hundal Law PC.

RE: London Valley IV Inc. sale to Titan Lands Inc.
6211 Colonel Talbot Road, London

This is to direct you and shall constitute your good and sufficient and irrevocable authority to make your cheque for the net proceeds of sale in the above transaction payable as follows:

NALI & ASSOCIATES
OR MAHTAB NALI

or as they may otherwise direct.

DATED at Brampton, this 6 day of February, 2025.

LONDON VALLEY IV INC.

Per: 

Name: Behzad Pilehver

Title: Director



Canada Trust

6760

Branch 00089 - 007

Friday February 07, 2025 - 10:28:50 AM (EST)

PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
IN TRUST
10990 AIRPORT ROAD
BRAMPTON, ON L6R 0E1

003351

CERTIFIED
FEB 07 2025
***Eight Hundred Seventeen Thousand Eight Hundred
and 49/100

DATE C 6 0 2 2 0 2 5
DATE D E M Y

*****817,859.49

60 Peel Centre Drive, Unit 100 0089
BRAMPTON, ON L6T 4G8
TO THE Mahtab Nali
ORDER OF

CERTIFIED CHEQUE
DO NOT DESTROY

PER P. Hundal

paid to you following closing PH25-0025

⑈003351⑈ ⑆11402⑈004⑆ 9011500⑈ 5017446

Printer ID# 1021
(D d'imprimeur 1021)

20250207
TAG2457
0089 00554051
3247800108 0000000019226177612

Endorsement - Signature or Stamp
Endossement - Signature ou timbre

BACK VERSO

CERTIFIED CHEQUE
DO NOT DESTROY

CERTIFIED CHEQUE
DO NOT DESTROY

CERTIFIED CHEQUE
DO NOT DESTROY

This is not a negotiable instrument. It is a copy of a previously negotiated cheque and is produced for information purposes only.



Branch: 0089 BRAMALIA CTTY CENTRE
60 PEEI CENTRE DR UNIT 103
BRAMPTON, ON

Date: Feb 7, 2025, 10:27 AM
Ref #: 00554050/7 - ZTAG

From: 1140-50***46 Certified
Cheque
PAM HUNDAL

817,859.49

To: 1140-115 Cert Chq Date:
Feb 06 2025 #: 3351
Pay To: MAITAB NALI
Desc:
1140/5017446-PARMINDE
R HUNDAL LAW
PROFESSIONAL
CORPORATION I

817,859.49

To: 089-225 CC - Non-Acct
Holder Fee

15.00

From: Customer Cash (Cash In)

50.00

To: Customer Cash (Cash Out)

35.00

Customer Signature

X

Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit td.com

The information that you have provided will
be used to fulfill regulatory requirements and
will be treated in accordance with our Privacy
Code which is available at www.TD.com.



Branch: 0089 BRAMALIA CTTY CENTRE
60 PEEI CENTRE DR UNIT 103
BRAMPTON, ON

Date: Feb 7, 2025, 10:28 AM
Ref #: 00554051/7 - ZTAG

From: Cheque Total

817,859.49

To: 1929-61***12
Deposit
NALIM

817,859.49

Customer Signature

X

Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit td.com

The information that you have provided will
be used to fulfill regulatory requirements and
will be treated in accordance with our Privacy
Code which is available at www.TD.com.

Wire Payments

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Authorize - Payment Results

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Total Submitted:	1
Total Successfully Released to Bank:	1
Total Requiring Further Authorization:	0
Submitted on:	06/02/2025 01:26 PM ET

Payment Status	Beneficiary's Name	Due Date	Payment Amount	Last Modified by:	Authorize Status
Accepted	MAHTAB NALI	02/06/2025	817,859.49 CAD	H0U31248	Auth1 - H0U31248

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VOID - WIRE
DIDN'T GO

THRU -

- CHEQUE DEPOSITED
AS per
accounting
attached

APPENDIX PPP

FURTHER DIRECTION

TO: Parminder Hundal Law PC.

RE: London Valley IV Inc. sale to Titan Lands Inc.
6211 Colonel Talbot Road, London

This is to direct you and shall constitute your good and sufficient and irrevocable authority to make further cheques from the net proceeds of sale in the above transaction payable as follows:

BALLY HUNDAL LAW FIRM \$5,000

STOCKWOODS LLP- NADER HASAN \$30,000

YU TONG LAW PROFESSIONAL CORPORATION in trust (RE: RENT - 48 CHELFORD RD, NORTH YORK, ON, M3B 2E5) \$63,100

or as they may otherwise direct.

DATED at Brampton, this 10 day of February, 2025.

LONDON VALLEY IV INC.

Per: 

Name: Behzad Pilehver

Title: Director

APPENDIX QQQ

Wire Payments

[Help](#)

Create Payment - Review Payment Details

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Template Name:	N/A		
Payment Type:	Payment to Beneficiary		
Payment ID:	Unassigned	TD Payment ID:	Unassigned

Sender Information

TD Bank has populated the sender's name and address based on the settlement account selected. If this information is incorrect, you will need to either contact your relationship manager or your local branch.

Sender Name:	PARMINDER HUNDAL LAW PROF CORP		
Street:	490 BRAMALEA RD UNIT 104		
City:	BRAMPTON		
Prov/State:	ONTARIO - ON	Country:	CANADA - CA
Postal/Zip Code:	L6T 0G1		
Source of Funds:			
Source of Funds Name 1:			
Source of Funds Type:			
Type of Number:			

Beneficiary Information

Beneficiary Type:	Entity		
Beneficiary Name:	BLANEY MCMURTRY LLP MIXED TRUST ✓		
Street:	1500-2 Queen St E ✓		
City:	Toronto ✓		
Prov/State:	ONTARIO - ON ✓	Country:	CANADA - CA
Postal/Zip Code:	M5C 3G5 ✓		
Payment Destination:	TD Canada Trust (CAD/USD only)		
Telephone Number:			
Email:			

Account Open Date:

Username:

Account Type:

Account Currency:

Nature of Principle Business:

Authorized Signer Name 1:

Entity Information

Entity's Information:

Identity Information

Identification Type:

Beneficiary Account Information

Beneficiary Account Number:	██████████ ✓
Beneficiary Bank Name:	TD Bank ✓
Street:	55 KING ST W ✓
City:	TORONTO ✓

Prov/State:

ONTARIO - ON ✓

Country:

CANADA - CA

Postal/Zip Code:

M5K 1A2 ✓

Due Date

03/05/2025

Value Date

03/05/2025

Payment Must be Sent to Bank Before:

03/05/2025 11:59 PM Eastern Time (ET)

**Payment
Currency**

CAD ✓

**Payment
Amount**

34,000.00

**Settlement
Currency**

CAD

**FX Type/
Contract Number**

Bulletin

**Exchange
Rate**

1.000000

**Settlement
Amount**

34,000.00 ✓

**Settlement
Account**

[REDACTED] ✓

Your Reference**Reason for Wire Payment****Instructions**

Beneficiary:

TD Bank:

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Done

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Wire Payments

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Created From Template	Due Date	Value Date	Payment Must be Sent to TD by:
	03/05/2025	03/05/2025	03/05/2025 11:59 PM Eastern Time (ET)
Beneficiary's Name	Beneficiary's Account		
BLANEY MCMURTRY LLP MIXED TRUST			
Payment Amount	Payment ID		Created on:
34,000.00 CAD	45292250305001		05/03/2025 11:30 AM ET

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2vla55_node:WP_CreatePayment_Confirmation.jsp:v_25.3.0.10)

Wire Payments

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Authorize - Payment Results

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Total Submitted:	1
Total Successfully Released to Bank:	1
Total Requiring Further Authorization:	0
Submitted on:	05/03/2025 11:31 AM ET

Payment Status	Beneficiary's Name	Due Date	Payment Amount	Last Modified by:	Authorize Status
Accepted	BLANEY MCMURTRY LLP MIXED TRUST	03/05/2025	34,000.00 CAD	H0U31248	Auth1 - H0U31248

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Appendix "B" – Blaney Wire Details for CAD Trust Account

Bank Name:	TD Canada Trust
Bank Address:	55 King St. W. Toronto, ON, M5K 1A2
Bank No:	004
Transit No:	10252
Beneficiary Acct Name:	Blaney McMurtry LLP Mixed Trust Acct. 2 Queen Street East Suite 1500, Toronto, Ontario, Canada
CAD Trust Acct:	[REDACTED]
Swift Code:	TDOMCATTTOR
Reference Required:	Timothy Dunn
****Please ensure once the wire is issued that the confirmation is provided to us****	

34,000

Confirmed Bank Details
with J-7 Kibuj
416-593-2991

APPENDIX RRR



January 30, 2025

NOTICE OF COMMISSION DUE UPON CLOSING

LONDON VALLEY IV INC.

c/o Parminder Hundal Law Professional Corporation
Parminder Hundal
490 Bramalea Rd, 104
Brampton ON
L6T-2H2

RE: Agreement of Purchase & Sale
LONDON VALLEY IV INC. to 2314503 ONTARIO INC.

To our commission re: Sale of 6211 Colonel Talbot Rd

At a sale price of 2,000,000.00 @ 6.00%+ 2.00%

Commission payable	160,000.00
+ H.S.T.	20,800.00
Less deposit with agreement of purchase and sale	100,000.00

BALANCE DUE TO BROKERAGE	80,800.00
	=====

PREFERRED METHOD OF PAYMENT: EFT OR BRANCH DEPOSIT
(Wires, E-Transfers or Payments from 3rd party providers ARE NOT ACCEPTED)

EFT / BRANCH DEPOSITS:

The EFT/Branch Deposits must be accompanied by an email to accounting@remaxwest.com with the transaction property address and the supporting document/receipt in order for our office to match the funds received with the correct transaction.

RE/MAX WEST REALTY INC Commission Trust account is held at TD Canada Trust -
"2038 Kipling Ave" Branch in Rexdale, Ontario.

Transit Number **#15522 (if asking for 4 digits then 1552 and 5 digits then 15522)**
Bank ID # **004** ; Account number [REDACTED]

CHEQUE: If your office prefers to issue a cheque, please make the cheque payable to:
Re/Max West Realty Inc. and courier to our Head office 96 Rexdale Blvd, Toronto, Ontario, M9W 1N7.

Our Reference Number is 118560

HST# R104467113
E. & O.E

Re/Max West Realty Inc.
96 Rexdale Blvd.
Toronto, ON M9W 1N7
Tel: 416-745-2300 / Fax: 416-745-5028 / email: accounting@remaxwest.com



Branch: 0089 BRAMALEA CITY CENTRE
60 PHEL CENTRE DR UNIT 103
BRAMPTON, ON

Date: Feb 10, 2025, 11:00 AM
Ref #: 00557018/4 - ZTAC

NOTICE OF COMMISSION DUE UPON CLOSING

onal Corporation

From: Cheque Total

80,800.00

To: 1552-3***08

Deposit

Cash: 0.00 CAD

Number of Items: 1

REMAX COMM

80,800.00

ale

to 2314503 ONTARIO INC.

1 Colonel Talbot Rd

2 6.00%+ 2.00%

160,000.00

20,800.00

100,000.00

GE

80,800.00 ✓

NT: EFT OR BRANCH DEPOSIT
from 3rd party providers ARE NOT ACCEPTED

ccompanied by an email to accounting@remaxwest.com with the transaction property
it/receipt in order for our office to match the funds received with the correct

RE/MAX WEST REALTY INC Commission Trust account is held at TD Canada Trust -
"2038 Kipling Ave" Branch in Rexdale, Ontario.

Transit Number **#15522** (if asking for 4 digits then 1552 and 5 digits then 15522)
Bank ID # **004** ; Account number [REDACTED]

CHEQUE: If your office prefers to issue a cheque, please make the cheque payable to:
Re/Max West Realty Inc. and courier to our Head office 96 Rexdale Blvd, Toronto, Ontario, M9W 1N7.

Our Reference Number is 118560

HST# R104467113

E. & O.E

Re/Max West Realty Inc.

96 Rexdale Blvd.

Toronto, ON M9W 1N7

Tel: 416-745-2300 / Fax: 416-745-5028 / email: accounting@remaxwest.com

APPENDIX SSS

Pam Hundal

Barrister, Solicitor & Notary Public

HUNDAL LAW

490 Bramalea Road, Unit 104, Brampton, Ontario L6T 2H2

Telephone: (905) 799-1004 Facsimile: (905) 595-5500 e-mail: reception@hundallaw.ca

PH18-0015.

\$ 21,700.00
19.73
late penalty
3,140.27
= 24860.00

December 3, 2018

Mr. Behzad PILEHVER

Dear Mr. PILEHVER:

Re: Your purchase from Island View Estates.
My File No.: PH18-0151 0015

No payment
Till date
\$10,000.00

FEES AND DISBURSEMENTS

My legal fees for completing your transaction are **\$19,221.00**, plus HST, and all applicable disbursements and taxes. This legal fee reflects my **half percent charge** of the total purchase price. This fee includes services rendered in a standard commercial real estate purchase transaction such as this. **I do require a retainer of half the amount once the agreement is signed and deposit is provided.** Such retainer covers the work completed leading up to signing of the contract along with the portion required in the event this transaction does not close.

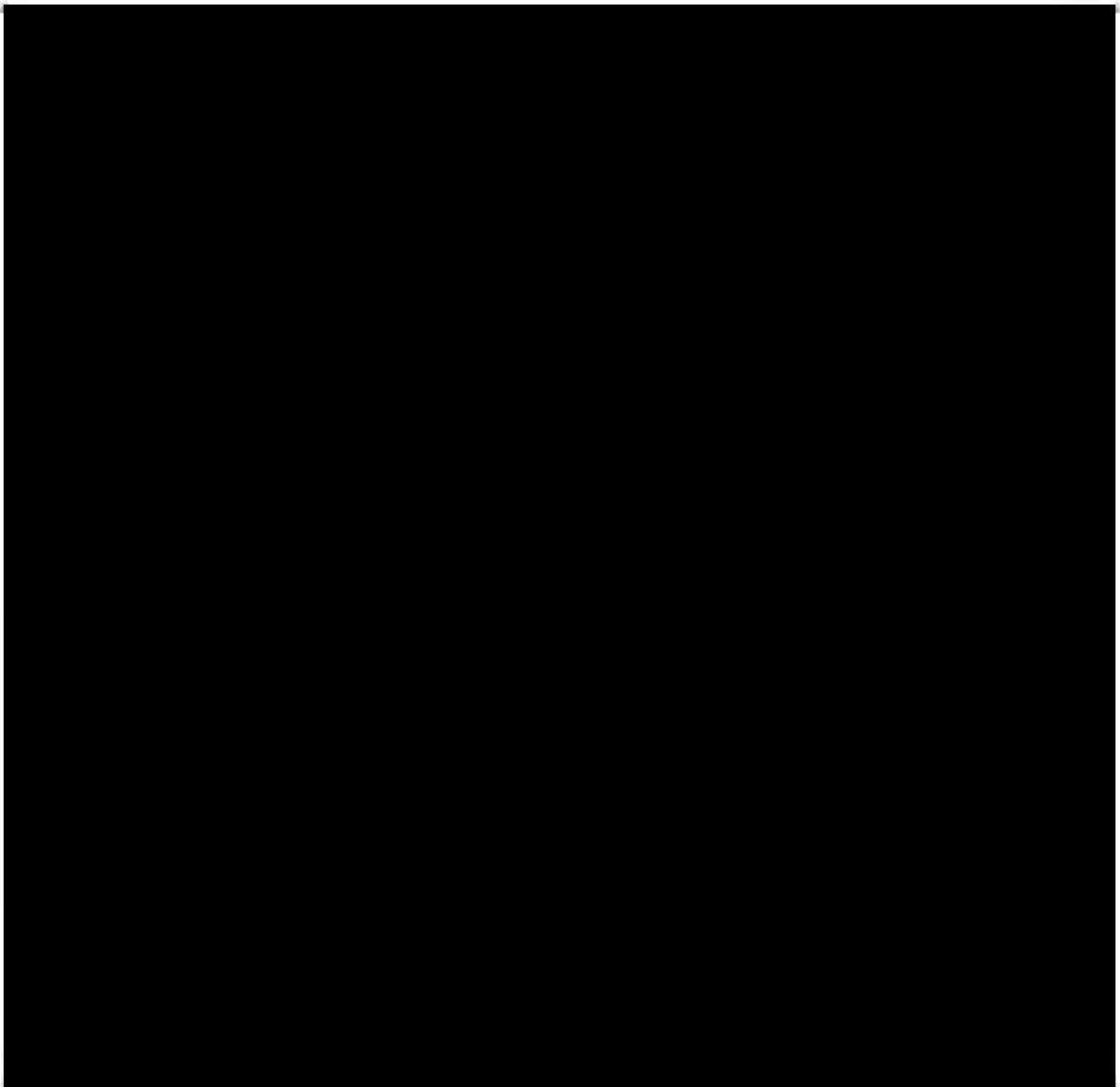
In some real estate transactions, there may be unforeseen issues and/or difficulties that arise as a result of matters beyond my control; if this occurs, I will contact you to discuss same. At that time, any services provided beyond the standard transaction would be based on my hourly rate of \$300. This amount will also apply to any short notice extensions required that will also require negotiations and preparation of additional paperwork.

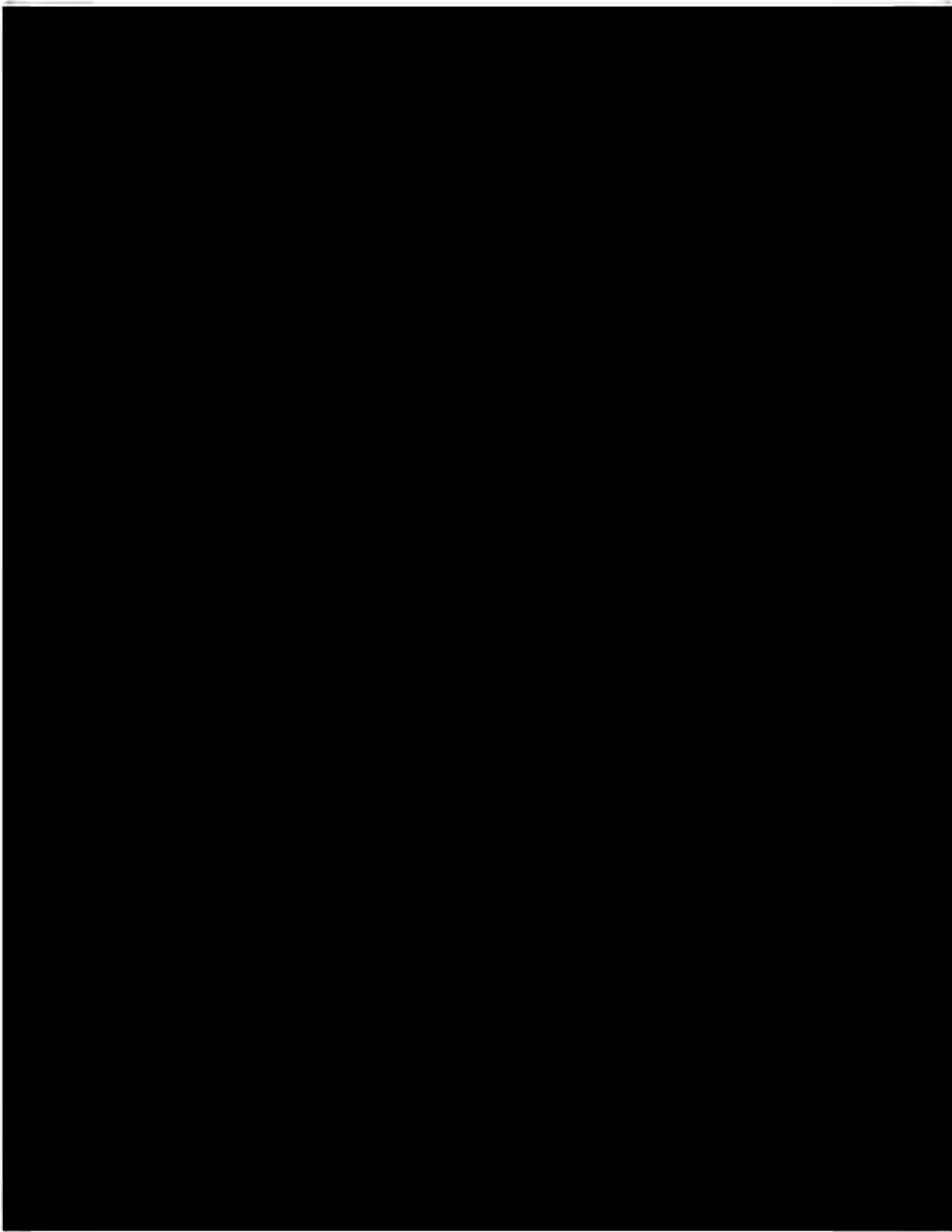
In some real estate transactions, there may be unforeseen issues and/or difficulties that arise as a result of matters beyond my control. I reserve the right to increase my fees to reflect any

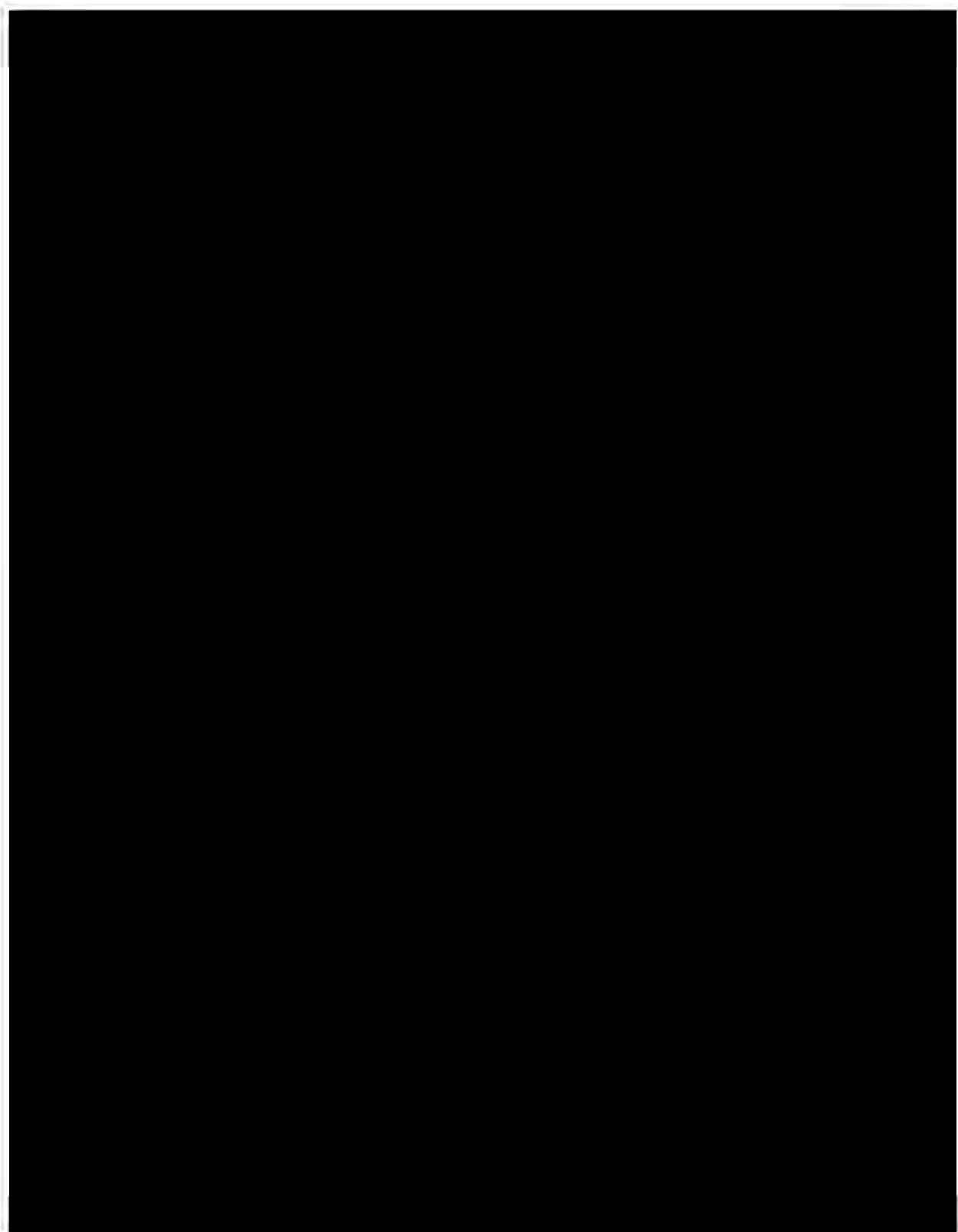
additional time expended with the completion of your transaction and will contact you to discuss same

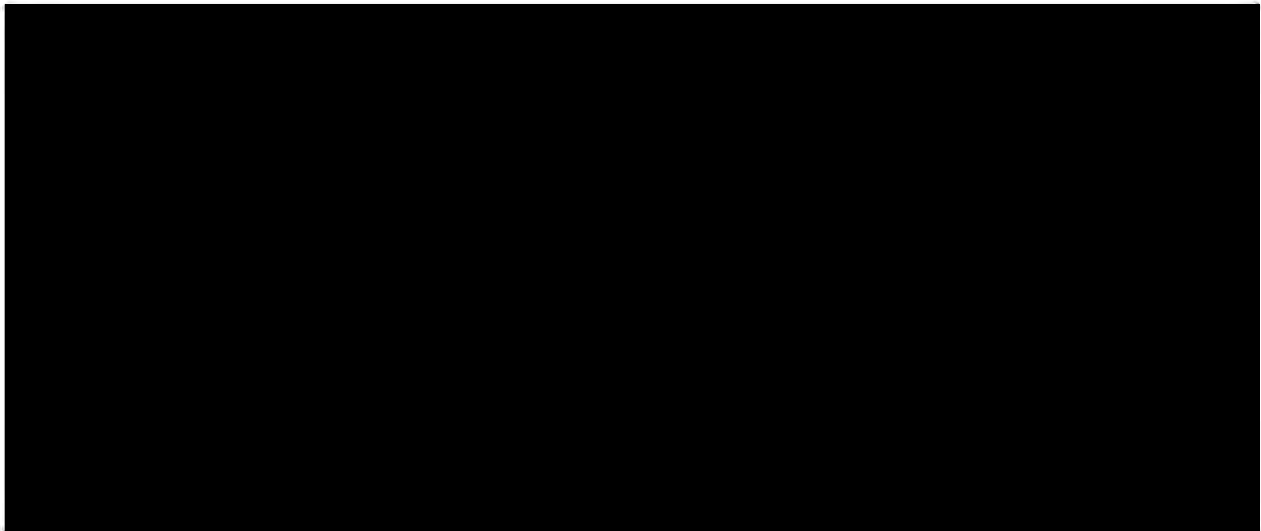
In addition to these fees, you are required to pay on closing Land Transfer Tax (LTT) to the Province of Ontario.

Before your closing date, you must therefore provide me with sufficient funds by certified cheque, bank draft, money order or wire transfer to complete your transaction. These funds include the amount owing to the vendor plus legal fees, disbursements and adjustments for extra expenses and taxes as outlined above. I will advise you prior to closing of the total funds required.









Yours very truly,
Pam Hundal

Signed and Acknowledged by: **Print name** Behzad Pilehver

Signature 

If applicable : I have authority to sign on behalf of the company _____

Parminder Hundal Law Professional Corporation
Barrister, Solicitor & Notary Public

490 Bramalea Road, Unit 104, Brampton, Ontario L6T 2H2
Telephone: (905) 799-1004 Facsimile: (905) 595-5500 e-mail: reception@hundallaw.ca

February 5, 2025

Ben Pilevhr

Re: Various
My File No.: PH17-1721

FOR PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING:

TO acting for you or your various companies with respect to 4750 Yonge and 220
Duncan Mills Road May 2019 - file completed not closed \$3500 - transferred to
files accordingly. PH17-1721

MY FEE	\$3,500.00	
TOTAL FEES	_____	\$3,500.00
HST (13%)		455.00

DISBURSEMENTS:

TOTAL FEES AND DISBURSEMENTS	_____	\$3,955.00
------------------------------	-------	------------

PAID IN FULL WITH THANKS

Total HST = \$455.00
HST Registration No. 760206094RT0001

THIS IS MY ACCOUNT HEREIN

Parminder Hundal

PH:lg

E. & O. E.

Parminder Hundal Law Professional Corporation
Barrister, Solicitor & Notary Public

490 Bramalea Road, Unit 104, Brampton, Ontario L6T 2H2
Telephone: (905) 799-1004 Facsimile: (905) 595-5500 e-mail: reception@hundallaw.ca

February 5, 2025

Ben Pilehvr

Re: Various billing to PH25-0025

FOR PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING:

Legal work from Sept 10-Nov 15/2024 including various claims review related to London properties, phone calls with lawyers several days.
Emails , file work for Talbot and Tottenham claims/ issues 20 hours @ \$400 plus HST

MY FEE	\$8,000.00	
TOTAL FEES	_____	\$8,000.00
HST (13%)		1,040.00

DISBURSEMENTS:

TOTAL FEES AND DISBURSEMENTS	_____	\$9,040.00
------------------------------	-------	------------

PAID IN FULL WITH THANKS \$4,040 and \$5,000

Total HST = \$1,040.00
HST Registration No. 760206094RT0001

THIS IS MY ACCOUNT HEREIN

Parminder Hundal

PH:lg

E. & O. E.

APPENDIX TTT

003354

DATE : Feb/18/2025
CHE # : 003354
AMOUNT : \$80,800.00
ACCOUNT: TRUST - 1
PAID TO: Nali and Associates

as per direction of client PH25-0025

CLIENT: 3367 - Pilehver, Behzad
MATTER: PH25-0025

X  Witness  p/4
Feb. 8/25.

**PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
IN TRUST**

490 BRAMALEA RD. UNIT 104
BRAMPTON, ON L6T 2H2

TD CANADA TRUST
10990 AIRPORT ROAD
BRAMPTON, ON L6R 0E1

003354

DATE 1 8 0 2 2 0 2 5
D D M M Y Y Y Y

*****Eighty Thousand Eight Hundred and 00/100

*****80,800.00

PAY TO THE ORDER OF Nali and Associates

PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
IN TRUST

PER

as per direction of client PH25-0025

003354 11402004 11405017446

**PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
IN TRUST**

003354

DATE : Feb/18/2025
CHE # : 003354
AMOUNT : \$80,800.00
ACCOUNT: TRUST - 1
PAID TO: Nali and AssociatesH25-0025

```

** GENERAL BALANCES **
UNBILLED DISBS:          0.00
A/R BALANCE      :      0.00

```

LAWYER : Pam Hundal
MATTER : PH25-0025
3367 - Pilehver, Behzad

```

** TRUST BALANCES **
Trust Acct 1:          117885.17

```

Brampton
ON

TRUST BALANCE : 117885.17

Canada
London Valley IV sale - 6211 Colonel Talbot Road

APPENDIX UUU



THE CORPORATION
OF THE CITY OF LONDON

PAID: \$ 62.00

CERTIFIED AS AT: January 23, 2025

ISSUED TO: MCKENZIE LAKE LAWYERS LLP
1800-140 FULLARTON ST
LONDON ON N6A 5P2

CERTIFICATE OF THE TREASURER

NOTE: Taxes may include phase-in adjustments and cap adjustments

FINANCE DEPARTMENT
REVENUE DIVISION

CERTIFICATE NO 214576

YOUR FILE NO 122495

ASSESSED OWNER:
LONDON VALLEY IV INC

COPY

ROLL NUMBER

CTY: 39 MUN: 36
MAP: 080
POLL: 060
PARCEL: 156000000 - A9

ASSESSED DESCRIPTION

6211 COLONEL TALBOT RD
WESTMINSTER CON WTR PT LOT
57
IRREG
70.14AC FR D

PRIOR YEARS' TAX ARREARS

Statement showing arrears of taxes on the above lands. (Reference Section 352 of the Municipal Act, 2001 as amended.)

YEAR	TAXES LEVIED	PRINCIPAL OUTSTANDING	INTEREST OUTSTANDING	BALANCE OUTSTANDING
2024	4,685.86	5,876.15	430.25	6,306.40
2023		546.80	61.56	608.36
Prior Years		0.00	0.00	0.00
TOTAL ARREARS				\$6,914.76

STATEMENT OF CURRENT YEAR'S TAXES

(Issued pursuant to the provisions of Section 352 of the Municipal Act, 2001 as amended.)

CURRENT LEVY		INSTALLMENT DUE DATES AND AMOUNTS		OUTSTANDING AMOUNTS	
INTERIM	0.00			TAX	0.00
FINAL	0.00			PENALTY	0.00
SUPP.	0.00			BALANCE	\$0.00
TOTAL	0.00				

TOTAL BALANCE DUE AS AT DATE OF CERTIFICATION: \$ 6,914.76

Penalty and/or Interest Levied on Outstanding Principal is 1.250 % levied on the first day of each month following the default of payment and the first day of each month until paid.

I hereby certify that, subject to the qualifications noted below, the above statements respectively show:

- All arrears or taxes returned to this office and due and owing against the above lands; and
- The current amount of taxes on real property and whether any or all of the taxes have been paid as at the date of certification in connection with the above lands, and that no part of the said land has been sold for taxes under Part XI of the Municipal Act, 2001 and whether the interim and / or final taxes for the Corporation of the City of London have been levied for the current year.

FOR THE CITY TREASURER
e & o.e

ANNUAL LOCAL IMPROVEMENTS / FEES AND CHARGES ASSESSED TO THIS PROPERTY TO DATE INCLUDE:

LOCAL ID	DESCRIPTION	AMOUNT	START	EXPIRY
21246	DRR0102014 #1461	611.48	2014	01/01/2015
21563	DRR0032017 #1461	85.73	2017	01/01/2018

Notes:

- This tax certificate has been prepared in accordance with the provisions of Section 352 of the Municipal Act, 2001. This certificate reflects only those charges added to the Tax Collector's Roll up to the day of certification.
- The total taxes shown may include additions to the Tax Collector's Roll as authorized by statute.
- Interest and penalty charges have been calculated to the day of certification only.
- The information on this certificate is based on payments tendered being honoured by the bank upon which they are drawn.
- This certificate is subject to additional taxes or adjustments pursuant to the provisions of the Municipal Act, the Assessment Act or any other applicable legislation.
- Check for arrears of hydro and water with the Hydro Electric Commission, P.O. Box 3060, London, Ontario N6A 4J8.
- This certificate does not include local improvement charges for future years. Contact the Engineer's Department for information.
- Where this certificate includes credit balances the Corporation of the City of London makes no representation as to who may or may not be entitled to any such credits.

7001.19
as of Feb

**PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
IN TRUST**

003349

DATE : Feb/ 5/2025
CHE # : 003349
AMOUNT : \$7,001.19
ACCOUNT: TRUST - 1
PAID TO: City of London

tax payment Roll #39-36-080-060-15600- (PH25-0025)

CLIENT: 3367 - Pilehver, Behzad
MATTER: PH25-0025

**PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
IN TRUST**

490 BRAMALEA RD. UNIT 104
BRAMPTON, ON L6T 2H2

TD CANADA TRUST
10990 AIRPORT ROAD
BRAMPTON, ON L6R 0E1

003349

0 5 0 2 2 0 2 5
DATE D D M M Y Y Y Y

*****Seven Thousand One and 19/100

*****7,001.19

**PAY
TO THE
ORDER OF** City of London

**PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
IN TRUST**

PER

P. Hundal

tax payment Roll #39-36-080-060-15600- (PH25-0025)

⑈003349⑈ ⑆11402⑈004⑆ 1140⑈5017446⑈

**PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
IN TRUST**

003349

DATE : Feb/ 5/2025
CHE # : 003349
AMOUNT : \$7,001.19
ACCOUNT: TRUST - 1
PAID TO: City of London6-080-060-15600- (PH25-0025)

**** GENERAL BALANCES ****
UNBILLED DISBS: 0.00
A/R BALANCE : 0.00

LAWYER : Pam Hundal
MATTER : PH25-0025
3367 - Pilehver, Behzad

**** TRUST BALANCES ****
Trust Acct 1: 1161178.31

Brampton
ON

TRUST BALANCE : 1161178.31

Canada
London Valley IV sale - 6211 Colonel Talbot Road

APPENDIX VVV



Ministry of Public and
Business Service Delivery

Profile Report

2621598 ONTARIO INC. as of July 27, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2621598 ONTARIO INC.
Ontario Corporation Number (OCN)	2621598
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 21, 2018
Registered or Head Office Address	Attention/Care of MAHTAB NALI, 48 Chelford Road, North York, Ontario, M3B2E5, 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	MAHTAB NALI
Address for Service	48 Chelford Road, North York, Ontario, M3B2E5, Canada
Resident Canadian	Yes
Date Began	February 21, 2018

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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Active Officer(s)

Name	MAHTAB NALI
Position	President
Address for Service	48 Chelford Road, North York, Ontario, M3B2E5, Canada
Date Began	February 21, 2018

Name	MAHTAB NALI
Position	Secretary
Address for Service	48 Chelford Road, North York, Ontario, M3B2E5, Canada
Date Began	February 21, 2018

Name	MAHTAB NALI
Position	Treasurer
Address for Service	48 Chelford Road, North York, Ontario, M3B2E5, Canada
Date Began	February 21, 2018

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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Corporate Name History

Name

2621598 ONTARIO INC.

Effective Date

February 21, 2018

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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Active Business Names

Name	NALI AND ASSOCIATES
Business Identification Number (BIN)	1000907482
Registration Date	May 29, 2024
Expiry Date	May 28, 2029

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

Name	NALI AND ASSOCIATES
Business Identification Number (BIN)	280212150
Status	Inactive - Expired
Registration Date	February 22, 2018
Expired Date	February 21, 2023

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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Document List

Filing Name	Effective Date
Annual Return - 2023 PAF: MAHTAB NALI	May 29, 2024
Annual Return - 2022 PAF: MAHTAB NALI	May 29, 2024
Annual Return - 2021 PAF: MAHTAB NALI	May 29, 2024
Annual Return - 2020 PAF: MAHTAB NALI	May 29, 2024
Annual Return - 2019 PAF: MAHTAB NALI	May 29, 2024
CIA - Notice of Change PAF: MAHTAB NALI	May 29, 2024
Annual Return - 2018 PAF: MAHTAB NALI - DIRECTOR	June 07, 2020
CIA - Initial Return PAF: MAHTAB NALI - OFFICER	February 22, 2018
BCA - Articles of Incorporation	February 21, 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

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Profile Report

NALI AND ASSOCIATES as of July 16, 2025

Act	Business Names Act
Type of Filing	Business Name Registration - Corporation
Name	NALI AND ASSOCIATES
Business Identification Number (BIN)	1000907482
Registration Status	Active
Registration Date	May 29, 2024
Expiry Date	May 28, 2029
Principal Place of Business	70 Harrison Road, North York, Ontario, M2L 1V9, Canada
Activity (NAICS Code)	523990 - All other financial investment activities

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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Registrant Information

Name	2621598 ONTARIO INC.
Type	Ontario Business Corporation
Status	Active
Ontario Corporation Number (OCN)	2621598
Governing Jurisdiction	Canada - Ontario
Registered or Head Office Address	Attention/Care of MAHTAB NALI, 48 Chelford Road, North York, Ontario, M3B2E5, Canada

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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Person Authorizing Registration
Full Name

MAHTAB NALI

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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Document List

Filing Name

Effective Date

Business Name Registration for a Corporation
PAF: MAHTAB NALI

May 29, 2024

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

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APPENDIX WWW



Profile Report

SAND GECKO INC. as of July 27, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	SAND GECKO INC.
Ontario Corporation Number (OCN)	2358655
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	January 24, 2013
Registered or Head Office Address	27 Rean Drive, Ph 703, Toronto, Ontario, M2K 0A6, Canada

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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Minimum Number of Directors 1
Maximum Number of Directors 4

Active Director(s)

Name BEHZAD PILEHVER
Address for Service 3275 Sheppard Avenue East, Toronto, Ontario, M1T 3P1,
Canada
Resident Canadian Yes
Date Began January 24, 2013

Name ALI RAZIAN
Address for Service 22 Ellesmere St., Richmond Hill, Ontario, L4B 4E1, Canada
Resident Canadian Yes
Date Began October 31, 2016

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)

There are no active Officers currently on file for this corporation.

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

Effective Date

SAND GECKO INC.

January 24, 2013

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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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

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: BEHZAD PILEHVER - DIRECTOR	November 10, 2016
CIA - Notice of Change PAF: NORMAN SILVER - OTHER	August 20, 2013
BCA - Articles of Incorporation	January 24, 2013

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

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LONDON VALLEY IV INC.,
by its Court-Appointed Receiver and Manager, KSV
RESTRUCTURING INC.
Plaintiff

- and -

BEHZAD PILEHVER et al.

Defendants

Court File No. CV-25-00748799-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

MOTION RECORD OF THE PLAINTIFF
VOLUME IV
(*Ex Parte* Motion for *Mareva* Injunction)

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Mark van Zandvoort (LSO No. 59120U)

Email: mvanzandvoort@airdberlis.com

Kyle Plunkett (LSO No. 61044N)

Email: kplunkett@airdberlis.com

Adrienne Ho (LSO No. 68439N)--

Email: aho@airdberlis.com

Calvin Horsten (LSO No. 90418I)

Email: chorsten@airdberlis.com

Lawyers for the Plaintiff