

**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 V
(*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

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Lawyers for the Plaintiff

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Defendants

INDEX

TAB

DOCUMENT

VOLUME I

1. Notice of Motion dated August 1, 2025
2. Third Report of KSV Restructuring Inc. as Receiver of London Valley IV Inc. et al. dated August 1, 2025

Appendices

- | | |
|---|---|
| A | Appointment Order |
| B | Corporate Profile Report for London Valley IV Inc. |
| C | Corporate Profile Report for TGP Canada Management Inc. |
| D | Corporate Profile Report for 2630306 Ontario Inc. o/a Paybank Financial |
| E | Paybank Website |
| F | Corporate Organization Chart Prior to Enterprise Transaction |

G LV IV Sale Agreements with attached Co-Owners' Agreements

VOLUME II

H Kobayashi Affidavit (without exhibits)

I Klemens Affidavit (without exhibits)

J November 18, 2024 Letter from Kobayashi Group's counsel to
Gowling (Exhibit HHH to Pilehver Affidavit)

K February 7, 2025 Service Email from Kobayashi Group's counsel to
Pilehver's known lawyers, Gowling and Hundal

L February 21, 2025 Email from Gowling to Kobayashi Group's counsel

M February 21, 2025 Email from Kobayashi Group's counsel to Hundal

N Out of Office Alert from Hundal

O February 22, 2025 Email from Kobayashi Group's counsel to Pilehver

P Meet Our Team Page from Rozhina Development Group's Website
(Exhibit EE to Klemens Affidavit)

Q Corporate Profile Report for Rozhina Development Group Inc.

R Read Receipt from Pilehver

S February 27, 2025 Email from Hundal to Kobayashi Group's counsel

T Certificate of Service filed by Kobayashi Group's counsel

U Corporate Profile Report for Land Mutual Inc.

V Corporate Profile Report for Titan Shield Inc.

W Corporate Profile Report for Trans Global Partners Limited (Hong
Kong)

X Corporate Profile Report for First Global Financial Corp

Y Pilehver Affidavit

VOLUME III

Z First Hoffner Affidavit

AA	Fourth Hoffner Affidavit
BB	Titan Shield SPA (Exhibit QQ to Pilehver Affidavit)
CC	Trans Global SPA (Exhibit RR to Pilehver Affidavit)
DD	TGP Property SPA (Exhibit 011 to First Hoffner Affidavit)
EE	Corporate Profile Report for TGP Property Management Inc.
FF	183 Ontario SPA (Exhibit 013 to First Hoffner Affidavit)
GG	Corporate Profile Report for 1837732 Ontario Limited
HH	Promissory Notes (Exhibit WW to Pilehver Affidavit)
II	Share Pledge Agreement (Exhibit XX to Pilehver Affidavit)
JJ	Assignment and Transfer of Rights Agreement (Exhibit SS to Pilehver Affidavit)
KK	Paybank Guarantee to Trans Global (Exhibit TT to Pilehver Affidavit)
LL	Indemnity to Trans Global (Exhibit UU to Pilehver Affidavit)
MM	Release to Trans Global (Exhibit VV to Pilehver Affidavit)
NN	Timeline of Events provided to Receiver from Pilehver's Hard Drive
OO	LV IV-TGP Canada SPA
PP	DocuSign Signature Summary Page
QQ	TGP Canada-Hoffner Promissory Note
RR	October 31, 2024 Email from Pilehver to Applicants in Hamilton Proceedings (Exhibit 010 to Fourth Hoffner Affidavit)

VOLUME IV

SS	October 31, 2024 Injunction Order in Hamilton Proceedings
TT	First 7 Pages of Pilehver's Submissions (Exhibit 015 to Fourth Hoffner Affidavit)
UU	November 19, 2024 Endorsement of Justice Sheard in Hamilton Proceedings

VV	December 5, 2024 Timetabling Order of Justice Bordin in Hamilton Proceedings
WW	August 13, 2024 Letter on TGP Website
XX	Removal Endorsement
YY	Agreement of Purchase and Sale for LV IV Property
ZZ	Parcel Abstract for LV IV Property (with deleted instruments)
AAA	February 21, 2025 Letter from Kobayashi Group's counsel to TD
BBB	February 25, 2025 Letter from Respondents in Hamilton Proceedings to Pilehver, Hundal and Canonaco
CCC	Notice of Action Against Hoffner
DDD	Statement of Claim Against Hoffner
EEE	April 10, 2025 Order of Justice Black re: CPL
FFF	April 10, 2025 Endorsement of Justice Black re: CPL
GGG	April 10, 2025 Certificate of Pending Litigation
HHH	May 15, 2025 Alternative Security Order of Justice Black
III	Correspondence between Receiver's Counsel, Hoffner and Ross & McBride LLP
JJJ	March 12, 2025 Letter from Receiver's Counsel to LawPro Counsel
KKK	April 22, 2025 Email from LawPro Counsel with Highlighted Hundal Law Account Statement
LLL	April 22/23, 2025 Emails between Receiver's Counsel and LawPro Counsel
MMM	July 4, 2025 Email from LawPro Counsel to Receiver's Counsel
NNN	Olympia Payment Documents
OOO	Nali Payment Documents
PPP	Unik Credit Management Payment Documents
QQQ	Blaney Payment Documents

RRR	Remax Payment Documents
SSS	Hundal Payment Documents
TTT	Nali and Associates Payment Documents
UUU	City of London Payment Documents
VVV	Corporate Profile Report for Nali and Associates
WWW	Corporate Profile Report for Sand Gecko Inc.

VOLUME V

XXX	Sand Gecko Ltd. [UK] Certificate of Incorporation, Application to Register a Company and Corporate Profile Report
YYY	Parcel Abstract for 50 West Wilmot Street, Suite 100, Richmond Hill, Ontario
ZZZ	Parcel Abstract for 48 Chelford Road, Toronto, Ontario
AAAA	Parcel Abstract for 70 Harrison Road, Toronto, Ontario
BBBB	Parcel Abstract for 355 Parkview Avenue, Toronto, Ontario
CCCC	Corporate Profile Report for Global Petroleum Investment Corporation
DDDD	Parcel Abstract for 27 Rean Drive, Ph 703, Toronto, Ontario
EEEE	Parcel Abstract for 3275 Sheppard Avenue East, Toronto, Ontario
FFFF	Corporate Profile Report for Golden Griddle Inc.
GGGG	Parcel Abstract for 10551 Highway 12, Port Perry, Ontario
HHHH	Parcel Abstract for 100 Harrison Garden Boulevard, 1515, Toronto, Ontario
IIII	LSO Proceedings Against Hundal (Exhibit “N” to Klemens Affidavit)
JJJJ	March 21, 2025 Service Letter from Paybank Parties’ lawyer to Service List in Receivership Proceedings
KKKK	April 2, 2025 Email from Pilehver to Receiver
LLLL	April 8, 2025 Correspondence from Receiver’s Counsel to Paybank Parties’ lawyer

MMMM April 16, 2025 Letter from Receiver's Counsel to Paybank Parties' lawyer

NNNN Parcel Abstract for 25 Mallard Road, Unit 100, North York, Ontario

OOOO TSI International-TGP Canada Promissory Note

PPPP Parcel Abstract for 9063 Twiss Road, Milton, Ontario

QQQQ Correspondence between Receiver's Counsel and Olympia Trust Company

3. Draft Order

4. Blackline to Model Order

APPENDIX XXX

DISSOLVED

08558119 SAND GECKO LTD

This Company was dissolved on 20/01/15



D8U3S5IVD5



Companies House

— for the record —

THE DIRECTORS
SAND GECKO LTD
125 OLD BROAD STREET
15TH FLOOR
UNITED KINGDOM
LONDON
EC2N 1AR

If you need to contact us regarding this
notice, please quote reference

DEF6 / 08558119

Date 07/10/2014

COMPANIES ACT 2006
(Section 1000)

The REGISTRAR OF COMPANIES gives NOTICE that, unless cause
is shown to the contrary, at the expiration of 3 months from the above
date the name of

SAND GECKO LTD

will be struck off the register and the company will be dissolved

Companies House
Cardiff CF14 3UZ
Tel
Fax 029 20 380900
DX 33050 Cardiff

FILE COPY



DO1OTTWSBB

NB Upon dissolution all property and rights vested in, or held in trust for, the company are deemed
to be bona vacantia, and accordingly will belong to the crown



AWARDED FOR EXCELLENCE

BERR | Department for Business
Enterprise & Regulatory Reform

A BERR SERVICE

HD602

SAND GECKO LTD

08558119

Created: 28 July 2025 03:23:23

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 125 Old Broad Street, 15th Floor, London, United Kingdom EC2N 1AR
- Company type: Private limited company
- Incorporated on: 6 June 2013
- Dissolved on: 20 January 2015
- Status: Dissolved

Key filing dates

- Accounting reference date: 30 June

People

Officers:

3 officers / 1 resignations

- Director PILEHVAR, Mahtab Nali
- Nationality: Iranian
- Appointed: 6 June 2013
- Date of birth: March 1985
- Correspondence address: Merci, Ph 703, 27 Rean Drive, Toronto, Ontario, Canada, M2K 0A6

- Country/State of Residence: Canada
 - Occupation: Fashion Designer
-

- Director PILEHVER, Behzad
 - Nationality: Iranian
 - Appointed: 6 June 2013
 - Date of birth: July 1981
 - Correspondence address: Merci, Ph 703, 27 Rean Drive, Toronto, Ontario, Canada, M2K 0A6
 - Country/State of Residence: Canada
 - Occupation: Self Employed
-

- Secretary JORDAN COMPANY SECRETARIES LIMITED **RESIGNED**
 - Appointed: 6 June 2013
 - Resigned: 31 January 2014
 - Correspondence address: 21, St Thomas Street, Bristol, United Kingdom, BS1 6JS
 - European Economic Area
 - Place registered: UNITED KINGDOM
 - Registration number: 00555893
-

Persons with significant control:

0 people with significant control / 0 statements

There are no persons with significant control or statements available for this company.

Recent Filing History

Date	Form	Description
20 Jan 2015	GAZ2	Final Gazette dissolved via compulsory strike-off

Date	Form	Description
7 Oct 2014	GAZ1	First Gazette notice for compulsory strike-off
4 Feb 2014	TM02	Termination of appointment of Jordan Company Secretaries Limited as a secretary on 31 January 2014
6 Jun 2013	CH01	Director's details changed for Mrs Mahtab Pilehvar on 6 June 2013
6 Jun 2013	NEWINC	Incorporation Statement of capital on 2013-06-06 GBP 1

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8558119

The Registrar of Companies for England and Wales, hereby certifies that

SAND GECKO LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 6th June 2013



N08558119O



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006

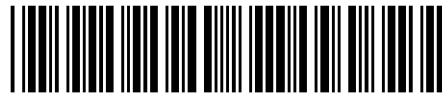


Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 05/06/2013



X29W7RH7

*Company Name
in full:*

SAND GECKO LTD

Company Type:

Private limited by shares

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**125 OLD BROAD STREET
15TH FLOOR
LONDON
UNITED KINGDOM
EC2N 1AR**

I wish to adopt entirely bespoke articles

Company Secretary 1

Type: **Corporate**

Name: **JORDAN COMPANY SECRETARIES LIMITED**

*Registered or
Principal Office
Address:* **21 ST THOMAS STREET
BRISTOL
UNITED KINGDOM
BS1 6JS**

European Economic Area (EEA) Company

Register Location: **UNITED KINGDOM**

Registration Number: **00555893**

Consented to Act: **Y** *Date authorised:* **06/06/2013** *Authenticated:* **YES**

Company Director ***1***

Type: **Person**
Full forename(s): **MR BEHZAD**

Surname: **PILEHVER**

Former names:

Service Address: **MERCI PH 703
27 REAN DRIVE
TORONTO
ONTARIO
CANADA
M2K 0A6**

Country/State Usually Resident: **CANADA**

Date of Birth: **11/07/1981** *Nationality:* **IRANIAN**

Occupation: **SELF EMPLOYED**

Consented to Act: **Y** *Date authorised:* **06/06/2013** *Authenticated:* **YES**

Company Director **2**

Type: **Person**
Full forename(s): **MRS MAHTAB**

Surname: **PILEHVAR**

Former names: **NALI**

Service Address: **MERCI PH 703**
 27 REAN DRIVE
 TORONTO
 ONTARIO
 CANADA
 M2K 0A6

Country/State Usually Resident: **CANADA**

Date of Birth: **21/03/1985** *Nationality:* **IRANIAN**

Occupation: **FASHION DESIGNER**

Consented to Act: **Y** *Date authorised:* **06/06/2013** *Authenticated:* **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	1
		<i>Aggregate nominal value</i>	1
<i>Currency</i>	GBP	<i>Amount paid per share</i>	1
		<i>Amount unpaid per share</i>	0

Prescribed particulars

VOTING RIGHTS - SHARES RANK EQUALLY FOR VOTING PURPOSES. ON A SHOW OF HANDS EACH MEMBER SHALL HAVE ONE VOTE AND ON A POLL EACH MEMBER SHALL HAVE ONE VOTE PER SHARE HELD. DIVIDEND RIGHTS - EACH SHARE RANKS EQUALLY FOR ANY DIVIDEND DECLARED. DISTRIBUTION RIGHTS ON A WINDING UP - EACH SHARE RANKS EQUALLY FOR ANY DISTRIBUTION MADE ON A WINDING UP. REDEEMABLE SHARES - THE SHARES ARE NOT REDEEMABLE.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	1
		<i>Total aggregate nominal value</i>	1

Initial Shareholdings

Name: SAND GECKO INC.

Address: MERCI PH 703
27 REAN DRIVE
TORONTO
ONTARIO
CANADA
M2K 0A6

Class of share: ORDINARY

Number of shares: 1

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 0

Amount paid: 1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: SAND GECKO INC.

Authenticated: YES

Authorisation

Authoriser Designation: subscriber

Authenticated: Yes

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

SAND GECKO LTD

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication by each subscriber
SAND GECKO INC.	SAND GECKO INC.

Dated 5/6/2013

Company Number:

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

SAND GECKO LTD

Incorporated on

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

SAND GECKO LTD

1. PRELIMINARY

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 7(2), 9(2), 14, 19(5), 21, 24, 26(5), 28(3), 36(4) and 44(4) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa, references to one gender include all genders and references to persons include bodies corporate and unincorporated associations.

2. DEFINED TERMS

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:-

"appointor" has the meaning given in Article 7.1;

"call" has the meaning given in Article 10.1;

"call notice" has the meaning given in Article 10.1;

"call payment date" has the meaning given in Article 10.4;

"forfeiture notice" has the meaning given in Article 10.4;

"lien enforcement notice" has the meaning given in Article 9.4;

"relevant rate" has the meaning given in Article 10.4;

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 6.1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

3. PROCEEDINGS OF DIRECTORS

- 3.1 Subject to Article 3.2, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 3.2 If the directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 3.3 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:-
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

4. UNANIMOUS DECISIONS

- 4.1 Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

5. TERMINATION OF DIRECTOR'S APPOINTMENT

- 5.1 In addition to the events terminating a director's appointment set out in Model Article 18, a person ceases to be a director as soon as that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

6. SECRETARY

- 6.1 The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the directors may be removed by them.

7. ALTERNATE DIRECTORS

- 7.1 (a) Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to:-

- (i) exercise that director's powers; and
 - (ii) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
 - (b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The notice must:-
 - (i) identify the proposed alternate; and
 - (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor.
- 7.2
- (a) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointor.
 - (b) Except as these Articles specify otherwise, alternate directors:-
 - (i) are deemed for all purposes to be directors;
 - (ii) are liable for their own acts or omissions;
 - (iii) are subject to the same restrictions as their appointors; and
 - (iv) are not deemed to be agents of or for their appointors.
 - (c) A person who is an alternate director but not a director:-
 - (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
 - (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution).

No alternate may be counted as more than one director for such purposes.
 - (d) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company.
 - (e) Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors".
- 7.3 An alternate director's appointment as an alternate terminates:-
- (a) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as director;
- (c) on the death of his appointor; or
- (d) when his appointor's appointment as a director terminates.

8. ISSUE OF SHARES

8.1 Shares may be issued as nil, partly or fully paid.

8.2 (a) Unless the members of the Company by special resolution direct otherwise, all shares which the directors propose to issue must first be offered to the members in accordance with the following provisions of this Article.

(b) Shares must be offered to members in proportion as nearly as may be to the number of existing shares held by them respectively.

(c) The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined.

(d) After the expiration of the period referred to in (c) above, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; and such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer.

(e) Any shares not accepted pursuant to the offer referred to in (c) and the further offer referred to in (d) or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or dispose of the same to such persons, on such terms, and in such manner as they think fit.

8.3 In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded.

9. LIEN

9.1 The Company has a first and paramount lien on all shares (whether or not such shares are fully paid) standing registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the Company (whether or not such moneys are presently due and payable).

9.2 The Company's lien over shares:-

(a) takes priority over any third party's interest in such shares; and

(b) extends to any dividend or other money payable by the Company in respect of such shares and (if the Company's lien is enforced and such shares are sold by the Company) the proceeds of sale of such shares.

9.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

- 9.4 (a) Subject to the provisions of this Article, if:-
- (i) a notice of the Company's intention to enforce the lien ("lien enforcement notice") has been sent in respect of the shares; and
 - (ii) the person to whom the lien enforcement notice was sent has failed to comply with it,
- the Company may sell those shares in such manner as the directors decide.
- (b) A lien enforcement notice:-
- (i) may only be sent in respect of shares if a sum is payable to the Company by the sole registered holder or one of two or more joint registered holders of such shares and the due date for payment of such sum has passed;
 - (ii) must specify the shares concerned;
 - (iii) must include a demand for payment of the sum payable within 14 days;
 - (iv) must be addressed either to the holder of such shares or to a person entitled to such shares by reason of the holder's death, bankruptcy or otherwise; and
 - (v) must state the Company's intention to sell the shares if the notice is not complied with.
- (c) If shares are sold under this Article:-
- (i) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
 - (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- (d) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:-
- (i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
 - (ii) second, in payment to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.
- (e) A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been sold to satisfy the Company's lien on a specified date:-
- (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and

- (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.

10. CALLS ON SHARES AND FORFEITURE

- 10.1 (a) Subject to these Articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the Company a specified sum of money (a "call") which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice.
- (b) A call notice:-
 - (i) may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the Company by way of premium);
 - (ii) must state when and how any call to which it relates is to be paid; and
 - (iii) may permit or require the call to be paid by instalments.
- (c) A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the call notice was sent.
- (d) Before the Company has received any call due under a call notice the directors may:-
 - (i) revoke it wholly or in part; or
 - (ii) specify a later time for payment than is specified in the call notice,by a further notice in writing to the member in respect of whose shares the call was made.
- 10.2 (a) Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which the call is required to be paid.
- (b) Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- (c) Subject to the terms on which shares are allotted, the directors may, when issuing shares, make arrangements for a difference between the holders in the amounts and times of payment of calls on their shares.
- 10.3 (a) A call notice need not be issued in respect of sums which are specified, in the terms on which a share is allotted, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):-
 - (i) on allotment;
 - (ii) on the occurrence of a particular event; or
 - (iii) on a date fixed by or in accordance with the terms of issue.
- (b) But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as

having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

- 10.4 (a) If a person is liable to pay a call and fails to do so by the call payment date:-
- (i) the directors may send a notice of forfeiture (a "forfeiture notice") to that person; and
 - (ii) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- (b) For the purposes of this Article:-
- (i) the "call payment date" is the date on which the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date; and
 - (ii) the "relevant rate" is the rate fixed by the terms on which the share in respect of which the call is due was allotted or, if no such rate was fixed when the share was allotted, five percent per annum.
- (c) The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
- (d) The directors may waive any obligation to pay interest on a call wholly or in part.
- 10.5 A forfeiture notice:-
- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
 - (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
 - (c) must require payment of a call and any accrued interest by a date which is not less than 14 days after the date of the forfeiture notice;
 - (d) must state how the payment is to be made; and
 - (e) must state that if the forfeiture notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.
- 10.6 If a forfeiture notice is not complied with before the date by which payment of the call is required in the forfeiture notice, the directors may decide that any share in respect of which it was given is forfeited and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 10.7 (a) Subject to the following provisions of this Article 10.7, the forfeiture of a share extinguishes:-
- (i) all interests in that share, and all claims and demands against the Company in respect of it; and

- (ii) all other rights and liabilities incidental to the share as between the person in whose name the share is registered and the Company.
 - (b) Any share which is forfeited:-
 - (i) is deemed to have been forfeited when the directors decide that it is forfeited;
 - (ii) is deemed to be the property of the Company; and
 - (iii) may be sold, re-allotted or otherwise disposed of as the directors think fit.
 - (c) If a person's shares have been forfeited:-
 - (i) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
 - (ii) that person ceases to be a member in respect of those shares;
 - (iii) that person must surrender the certificate for the shares forfeited to the Company for cancellation;
 - (iv) that person remains liable to the Company for all sums due and payable by that person at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - (v) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
 - (d) At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on such terms as they think fit.
- 10.8
- (a) If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
 - (b) A statutory declaration by a director or the secretary that the declarant is a director or the secretary and that a share has been forfeited on a specified date:-
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share.
 - (c) A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
 - (d) If the company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:-

- (i) was, or would have become, payable; and
- (ii) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

- 10.9 (a) A member may surrender any share:-
- (i) in respect of which the directors may issue a forfeiture notice;
 - (ii) which the directors may forfeit; or
 - (iii) which has been forfeited.
- (b) The directors may accept the surrender of any such share.
- (c) The effect of surrender on a share is the same as the effect of forfeiture on that share.
- (d) A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

11. SHARE CERTIFICATES

- 11.1 (a) The Company must issue each member with one or more certificates in respect of the shares which that member holds.
- (b) Except as is otherwise provided in these Articles, all certificates must be issued free of charge.
- (c) No certificate may be issued in respect of shares of more than one class.
- (d) A member may request the Company, in writing, to replace:-
- (i) the member's separate certificates with a consolidated certificate; or
 - (ii) the member's consolidated certificate with two or more separate certificates.
- (e) When the Company complies with a request made by a member under (d) above, it may charge a reasonable fee as the directors decide for doing so.
- 11.2 (a) Every certificate must specify:-
- (i) in respect of how many shares, of what class, it is issued;
 - (ii) the nominal value of those shares;
 - (iii) whether the shares are nil, partly or fully paid; and
 - (iv) any distinguishing numbers assigned to them.
- (b) Certificates must:-
- (i) have affixed to them the Company's common seal; or
 - (ii) be otherwise executed in accordance with the Companies Acts.

12. CONSOLIDATION OF SHARES

- 12.1 (a) This Article applies in circumstances where:-
- (i) there has been a consolidation of shares; and
 - (ii) as a result, members are entitled to fractions of shares.
- (b) The directors may:-
- (i) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable; and
 - (ii) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser.
- (c) Where any holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.
- (d) A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
- (e) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

13. DIVIDENDS

- 13.1 (a) Except as otherwise provided by these Articles or the rights attached to the shares, all dividends must be:-
- (i) declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
 - (ii) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- (b) If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- (c) For the purpose of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

14. CAPITALISATION OF PROFITS

- 14.1 A capitalised sum which was appropriated from profits available for distribution may be applied:-
- (a) in or towards paying up any amounts unpaid on any existing nil or partly paid shares held by the persons entitled; or
 - (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

- 14.2 Model Article 36(5)(a) is modified by the deletion of the words "paragraphs (3) and (4)" and their replacement with "Model Article 36(3) and Article 14.1".

15. WRITTEN RESOLUTIONS OF MEMBERS

- 15.1 (a) Subject to Article 15.1(b), a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting:-
- (i) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office; and
 - (ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.
- 15.2 (a) Subject to Article 15.2(b), on a written resolution, a member has one vote in respect of each share held by him.
- (b) No member may vote on a written resolution unless all moneys currently due and payable in respect of any shares held by him have been paid.

16. NOTICE OF GENERAL MEETINGS

- 16.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of:-
- (i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
 - (ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies.
- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

17. QUORUM AT GENERAL MEETINGS

- 17.1 (a) If and for so long as the Company has one member only who is entitled to vote on the business to be transacted at a general meeting, that member present at the meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
- (b) If and for so long as the Company has two or more members entitled to vote on the business to be transacted at a general meeting, two of such members, each of whom is present at the meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.
- (c) Model Article 41(1) is modified by the addition of a second sentence as follows:-

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved.".

18. VOTING AT GENERAL MEETINGS

18.1 (a) Subject to Article 18.2 below, on a vote on a resolution at a general meeting on a show of hands:-

- (i) each member who, being an individual, is present in person has one vote;
- (ii) if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and
- (iii) if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote.

(b) Subject to Article 18.2 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him.

18.2 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of shares held by that member unless all moneys currently due and payable by that member in respect of any shares held by that member have been paid.

18.3 (a) Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the "." after the word "resolution" in Model Article 44(2)(d) and its replacement with "; or" and the insertion of a new Model Article 44(2)(e) in the following terms:-

"by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right".

(b) A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.

18.4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

19. DELIVERY OF PROXY NOTICES

19.1 Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

20. COMMUNICATIONS

- 20.1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.
- 20.2 (a) A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.
- (b) If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.
- 20.3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
- (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
- (d) For the purposes of this Article 20.3, no account shall be taken of any part of a day that is not a working day.

21. COMPANY SEALS

- 21.1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.
- 21.2 Model Article 49(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by:-
- (a) one authorised person in the presence of a witness who attests the signature; or
- (b) two authorised persons".

22. TRANSMISSION OF SHARES

- 22.1 Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms:-

"Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member".

22.2 All the Articles relating to the transfer of shares apply to:-

- (a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and
- (b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),

as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

23. WINDING UP

- 23.1** If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he may determine, but no member shall be compelled to accept any assets upon which there is a liability.

24. SHARE TRANSFERS

- 24.1** (a) Model Article 26(1) is modified by the addition of the words "and, if any of the shares is nil or partly paid, the transferee" after the word "transferor".
- (b) The directors may refuse to register the transfer of a share, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent.

APPENDIX YYY

LAND
REGISTRY
OFFICE #65

03124-0684 (LT)

PAGE 1 OF 2
PREPARED FOR rmanea01
ON 2025/07/28 AT 07:15:09

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

PROPERTY DESCRIPTION: PT BLK 1 PL 65M2377, PTS 3 & 17 PL 65R9132; RICHMOND HILL; AS MORE PARTICULARLY SET OUT IN SCHEDULE "A" OF DECLARATION LT1271657.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

RE-ENTRY FROM 03124-0606

PIN CREATION DATE:

1998/05/26

OWNERS' NAMES

50 WEST WILMOT INC.

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div>**EFFECTIVE 2000/07/29</div><div>THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN**</div><div>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/05/26**</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/05/26 **</div><div>NOTE: THIS PROPERTY WAS RETIRED ON 1998/05/27. THIS PROPERTY IS NOW DIVIDED INTO THE FOLLOWING CONDOMINIUM PROPERTIES: 29434-0001 TO 29434-0021</div></div>						
RH74159	1980/09/26	AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT74846	1982/02/17	NOTICE AGREEMENT				C
<div>CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 03125-0195 IN ERROR AND WAS RE-INSTATED ON 2001/02/14 BY DEB WALLEN.</div>						
LT78891Z	1982/04/05	APL ANNEX REST COV				C
<div>REMARKS: DELETED DUE TO EXPIRY. DELETED BY CATHY BULMER 06/10/2014</div>						
LT80581	1982/04/26	NOTICE AGREEMENT				C
<div>REMARKS: AFFECTS ALL/PT VARIOUS LANDS</div> <div>CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 03125-0195 IN ERROR AND WAS RE-INSTATED ON 2001/02/14 BY DEB WALLEN.</div>						
LT80608	1982/04/26	NOTICE AGREEMENT				C
<div>REMARKS: AMENDING AFFECTS ALL/PT VARIOUS LANDS</div> <div>CORRECTIONS: 'PARTY: THE CORPORATION OF THE TOWN OF RICHMOND HILL' DELETED ON 1997/06/26 BY LAND REGISTRAR #2.</div>						
LT286857	1986/04/16	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT294950Z	1986/05/30	APL ANNEX REST COV				C
LT346515	1986/12/17	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT421010	1987/09/30	NOTICE AGREEMENT				C
LT535014	1988/11/15	NOTICE				C
<div>REMARKS: AIRPORT ZONING REGULATIONS</div>						

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
LT1182336	1997/06/06	NOTICE OF LEASE		50 WEST WILMOT INC.		C
YRCP903	1998/05/22	PLAN CONDOMINIUM				C
LT1271657	1998/05/22	DECLARATION CONDO				C

APPENDIX ZZZ

PROPERTY DESCRIPTION: LT 382 PL 4758 NORTH YORK; S/T NY197544, NY200193; TORONTO (N YORK); CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 10121-0484

PIN CREATION DATE:

2002/02/25

OWNERS' NAMES

LI, YUZHEN

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/02/22 **						
**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: 2002/02/25 **						
NY197544	1955/04/29	TRANSFER EASEMENT			TOWNSHIP OF NORTH YORK	C
NY200193	1955/06/03	TRANSFER EASEMENT	\$1		BELL TELEPHONE CO. OF CANADA HYDRO-ELECTRIC COMMISSION OF TOWNSHIP OF NORTH YORK	C
TB731409	1990/12/14	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CRAIB, SYLVIA KATHRYN CRAIB, CAMERON	778828 ONTARIO LTD.	
TB731417	1990/12/14	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** 778828 ONTARIO INC.	SHOPPERS TRUST CO.	
TB861794	1992/10/13	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** SHOPPERS TRUST COMPANY BY ITS LIQUIDATOR ARTHUR ANDERSON INC.	BANK OF MONTREAL	
REMARKS: RE: TB731409						
TB969713	1995/06/01	NOTICE		BELL CANADA		C
REMARKS: RE; 200193NY						

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
TB980119	1996/01/24	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** CRAIB, SYLVIA KATHRYN CRAIB, CAMERON	CRAIB, SYLVIA KATHRYN	C C
TR2612	1997/04/22	NOTICE		THE CORPORATION OF THE CITY OF NORTH YORK		
TR53160	1999/12/06	NOTICE		TORONTO-HYDRO-ELECTRIC SYSTEM LIMITED		
REMARKS: RE: PART 3 OF THE REGISTRY ACT						
AT201075	2003/06/23	CHARGE		*** COMPLETELY DELETED *** CRAIB, SYLVIA KATHRYN	CANADIAN IMPERIAL BANK OF COMMERCE	
AT254185	2003/08/22	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL	CIBC MORTGAGES INC	
AT707231	2005/01/14	CHARGE		*** COMPLETELY DELETED *** CRAIB, SYLVIA KATHRYN	CIBC MORTGAGES INC.	
AT707232	2005/01/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC		
REMARKS: RE: TB731409						
AT707233	2005/01/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: RE: AT201075						
AT951002	2005/10/17	APL (GENERAL)		*** COMPLETELY DELETED *** CRAIB, SYLVIA KATHRYN		
REMARKS: DELETE TB731417						
AT951216	2005/10/17	TRANSFER		*** COMPLETELY DELETED *** CRAIB, SYLVIA KATHRYN	RAJI, NASSER	
REMARKS: PLANNING ACT STATEMENT						
AT951217	2005/10/17	CHARGE		*** COMPLETELY DELETED *** RAJI, NASSER	SCOTIA MORTGAGE CORPORATION	
AT1000395	2005/12/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
REMARKS: RE: AT707231						
AT1156792	2006/06/02	CHARGE		*** COMPLETELY DELETED *** RAJI, NASSER	ROYAL BANK OF CANADA	
AT2572320	2010/12/08	TRANSFER		*** COMPLETELY DELETED ***		

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
		REMARKS: PLANNING ACT STATEMENTS		RAJI, NASSER	ZHANG, HONG ZHOU, CHENG	
AT2572321	2010/12/08	CHARGE		*** COMPLETELY DELETED *** ZHANG, HONG ZHOU, CHENG	BANK OF MONTREAL	
AT2579822	2010/12/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: AT1156792.				
AT2596309	2011/01/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		
		REMARKS: AT951217.				
AT3841616	2015/03/27	TRANSFER	\$2,518,000	ZHANG, HONG ZHOU, CHENG	LI, YUZHEN	C
AT3841617	2015/03/27	CHARGE	\$1,500,000	LI, YUZHEN	CANADIAN IMPERIAL BANK OF COMMERCE	C
AT3847442	2015/04/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: AT2572321.				
AT4600635	2017/06/16	CHARGE		*** COMPLETELY DELETED *** LI, YUZHEN	1648438 ONTARIO INC.	
AT4682609	2017/09/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1648438 ONTARIO INC.		
		REMARKS: AT4600635.				
AT5216683	2019/08/20	APL (GENERAL)		*** COMPLETELY DELETED *** YUAN, JUN		
		REMARKS: DESIGNATION OF MATRIMONIAL HOME				
AT6129099	2022/07/12	APL (GENERAL)		*** COMPLETELY DELETED *** YUAN, JUN		
		REMARKS: DELETE AT5216683				

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 AAAA

PROPERTY DESCRIPTION: LT 159 PL 4457 NORTH YORK; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 10096-0158

PIN CREATION DATE:

2002/02/25

OWNERS' NAMES

DAI, JIE

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2002/02/22 **		
**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: 2002/02/25	**				
64BA797	1976/03/31	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY696373; PL10131						
TR47915	1999/08/31	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** LAMBERSKY, RAECHEL LAMBERSKY, TED	KO, SHIK YE	
TR62135	2000/06/26	CHARGE		*** DELETED AGAINST THIS PROPERTY *** KO, SHIK YE	CANADA TRUSTCO MORTGAGE COMPANY	
AT547219	2004/07/15	TRANSFER		*** COMPLETELY DELETED *** KO, SHIK YE	VALLARTA, MARIA PATRICIA MARTINEZ MARTINEZ, MARIA PATRICIA LOPEZ	
AT597010	2004/09/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADA TRUSTCO MORTGAGE COMPANY		
REMARKS: RE: TR62135						
AT2236377	2009/11/24	CHARGE		*** COMPLETELY DELETED *** MARTINEZ, MARIA PATRICIA LOPEZ	THE TORONTO-DOMINION BANK	

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
AT2323043	2010/03/08	TRANSFER		VALLARTA, MARIA PATRICIA MARTINEZ *** COMPLETELY DELETED *** MARTINEZ, MARIA PATRICIA LOPEZ VALLARTA, MARIA PATRICIA MARTINEZ	YE, ZI DAI, JIE	
AT2323044	2010/03/08	CHARGE		*** COMPLETELY DELETED *** YE, ZI DAI, JIE	HSBC BANK CANADA	
AT2334129	2010/03/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: AT2236377.					
AT6792478	2025/04/08	TRANSFER	\$496,949	YE, ZI DAI, JIE	DAI, JIE	C
AT6792479	2025/04/08	CHARGE	\$2,594,500	DAI, JIE	BANK OF MONTREAL	C
AT6802420	2025/04/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: AT2323044.					

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 BBBB

PROPERTY DESCRIPTION: PT LT 676-678 PL 1790 TWP OF YORK PT 1, 64R12514; TORONTO (N YORK) , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 10068-0621

PIN CREATION DATE:

2002/01/28

OWNERS' NAMES

MORKOS INVESTMENTS LIMITED

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/01/25 **						
**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: 2002/01/28 **						
64BA1061	1977/11/09	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY730103, PLAN #10531						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1977/08/11' TO '1977/11/09' ON 1989/11/15 BY TIM MIEDEMA.						
64R12514	1989/09/15	PLAN REFERENCE				C
TB874905	1992/12/10	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** DARVISH, GITY	MORKOS, FOUAD MORKOS, AMAL	
AT2152334	2009/08/19	TRANSFER	\$1,950,000	MORKOS, AMAL MORKOS, FOUAD	MORKOS INVESTMENTS LIMITED	C
REMARKS: PLANNING ACT STATEMENTS						

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 CCCC



Profile Report

GLOBAL PETROLEUM INVESTMENT CORPORATION as of July 27, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	GLOBAL PETROLEUM INVESTMENT CORPORATION
Ontario Corporation Number (OCN)	2432872
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 05, 2014
Registered or Head Office Address	Attention/Care of MAHTAB NALI, 355 Parkview Avenue, North York, Toronto, Ontario, M2N 3Z6, 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	70 Harrison Road, Toronto, Ontario, M2L 1V8, Canada
Resident Canadian	Yes
Date Began	November 20, 2019

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	Chairwoman
Address for Service	70 Harrison Road, Toronto, Ontario, M2L 1V8, Canada
Date Began	November 20, 2019

Name	MAHTAB NALI
Position	General Manager
Address for Service	70 Harrison Road, Toronto, Ontario, M2L 1V8, Canada
Date Began	November 20, 2019

Name	MAHTAB NALI
Position	President
Address for Service	70 Harrison Road, Toronto, Ontario, M2L 1V8, Canada
Date Began	November 20, 2019

Name	MAHTAB NALI
Position	Secretary
Address for Service	70 Harrison Road, Toronto, Ontario, M2L 1V8, Canada
Date Began	November 20, 2019

Name	MAHTAB NALI
Position	Treasurer
Address for Service	70 Harrison Road, Toronto, Ontario, M2L 1V8, Canada
Date Began	November 20, 2019

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	GLOBAL PETROLEUM INVESTMENT CORPORATION
Effective Date	November 19, 2014
Previous Name	2432872 ONTARIO INC.
Effective Date	September 05, 2014

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

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

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: JEROME H. STANLEIGH - OTHER	June 22, 2021
CIA - Notice of Change PAF: ALI GHASEMYARMAKI - DIRECTOR	May 01, 2018
CIA - Initial Return PAF: SYLVAIN TANGUAY - OTHER	March 05, 2015
BCA - Articles of Amendment	November 19, 2014
BCA - Articles of Incorporation	September 05, 2014

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

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

V. Quintanilla W.

Director/Registrar

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

APPENDIX DDDD

<div><div>PROPERTY DESCRIPTION:</div><div>UNIT 3, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2042 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2259573; CITY OF TORONTO</div></div> <div><div>PROPERTY REMARKS:</div><div>FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2007/02/01.</div></div> <div><div>ESTATE/QUALIFIER:</div><div>FEE SIMPLE LT ABSOLUTE PLUS</div></div> <div><div>RECENTLY:</div><div>CONDOMINIUM FROM 10090-0809</div></div> <div><div>PIN CREATION DATE:</div><div>2009/12/23</div></div> <div><div>OWNERS' NAMES</div><div>CRAVEN, JOHN CRAVEN, CAROLYN</div></div> <div><div>CAPACITY SHARE</div><div>JTEN JTEN</div></div>						
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2009/12/23 **		
**SUBJECT TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *					
**	PROVINCIAL SUCCESSION DUTIES AND	EXCEPT PARAGRAPH 11	AND ESCHEATS OR FORFEITURE **			
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN	ABSOLUTE TITLE. **			
64BA215	1971/09/10	PLAN BOUNDRIES ACT				C
	REMARKS: RE: NY	601747, PLAN 9013				
AT995021	2005/11/30	NOTICE		*** DELETED AGAINST THIS PROPERTY *** DANIELS HR CORPORATION		
	REMARKS: THIS NOTICE IS FOR INDETERMINATE PERIOD					
AT1645266	2007/11/27	NOTICE	\$2	CITY OF TORONTO	DANIELS HR CORPORATION AMICA (BAYVIEW GARDENS) CORPORATION	C
66R23787	2008/06/23	PLAN REFERENCE				C
AT1860405	2008/08/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** DANIELS HR CORPORATION	TRAVELERS GUARANTEE COMPANY OF CANADA	
AT1917311	2008/10/06	CHARGE		*** DELETED AGAINST THIS PROPERTY *** DANIELS HR CORPORATION	THE BANK OF NOVA SCOTIA	
AT1917312	2008/10/06	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** DANIELS HR CORPORATION	THE BANK OF NOVA SCOTIA	
	REMARKS: AT1917311					
AT1933869	2008/10/27	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** TRAVELERS GUARANTEE COMPANY OF CANADA	THE BANK OF NOVA SCOTIA	
	REMARKS: AT1860405 TO AT1917311 & AT1917312					
AT1935091	2008/10/28	NOTICE	\$2	CITY OF TORONTO	DANIELS HR CORPORATION	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT1942867	2008/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** TRAVELERS GUARANTEE COMPANY OF CANADA	DANIELS DERVOCK CORPORATION	
AT1942868	2008/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE BANK OF NOVA SCOTIA	CITY OF TORONTO	
AT2008252	2009/02/06	NOTICE	\$2	CITY OF TORONTO	DANIELS HR CORPORATION DANIELS DERVOCK CORPORATION	C
AT2224120	2009/11/06	TRANSFER EASEMENT	\$2	DANIELS HR CORPORATION	ROGERS CABLE COMMUNICATIONS INC.	C
TCP2042	2009/12/17	STANDARD CONDO PLN				C
AT2259573	2009/12/17	CONDO DECLARATION		DANIELS HR CORPORATION		C
AT2277276	2010/01/13	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2042		C
AT2277291	2010/01/13	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2042		C
AT2278121	2010/01/14	DISCHARGE INTEREST		*** COMPLETELY DELETED *** DANIELS HR CORPORATION		
AT2288500	2010/01/26	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2042		C
AT2288501	2010/01/26	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2042		C
AT2288502	2010/01/26	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2042		C
AT2288503	2010/01/26	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2042		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
AT2288561	2010/01/26	CONDO AMENDMENT		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2042	BU, JING YU PANG, ZHIGANG CIBC MORTGAGES INC.	C	
REMARKS: AT2259573. AMENDMENT TO THE DECLARATION UNDER SECTION 107 OF THE CONDOMINIUM ACT, 1998.							
AT2297653	2010/02/03	TRANSFER		*** COMPLETELY DELETED *** DANIELS HR CORPORATION			
AT2297654	2010/02/03	CHARGE		*** COMPLETELY DELETED *** BU, JING YU PANG, ZHIGANG			
AT2326120	2010/03/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA			
REMARKS: AT1917311.							
AT2342854	2010/04/01	DISCH OF CHARGE	\$2	*** COMPLETELY DELETED *** TRAVELERS GUARANTEE COMPANY OF CANADA	BIRLEY, MIHAELA COMPUTERSHARE TRUST COMPANY OF CANADA	C	
REMARKS: AT1860405.							
AT2437569	2010/07/05	NO SEC INTEREST		MOREENERGY CAPITAL CORPORATION			
AT3500193	2014/01/16	NO CHNG ADDR CONDO		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2042			C
AT4712785	2017/10/20	TRANSFER		*** COMPLETELY DELETED *** BU, JING YU PANG, ZHIGANG			
AT4712786	2017/10/20	CHARGE		*** COMPLETELY DELETED *** BIRLEY, MIHAELA			
AT4729512	2017/11/09	DISCH OF CHARGE	\$670,000	*** COMPLETELY DELETED *** CIBC MORTGAGES INC.	CRAVEN, JOHN CRAVEN, CAROLYN	C	
REMARKS: AT2297654.							
AT5160655	2019/06/14	TRANSFER		BIRLEY, MIHAELA			
AT5207883	2019/08/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA			
REMARKS: AT4712786.							
AT5563216	2020/11/03	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2042		C	
REMARKS: BY-LAW NO.5							

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

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APPENDIX EEEE

PROPERTY DESCRIPTION: PARCEL A-1, SECTION M1361 BLOCK A PLAN 66M1361; S/T EASE IN FAVOUR OF ROGERS CABLE INC. AS IN AT197346; SCARB OROUGH, CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1991/02/25

OWNERS' NAMES
1430730 ONTARIO LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1991/02/25 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1991/02/25						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1990/12/30 **						
SC353674	1966/04/26	APL ANNEX REST COV				C
REMARKS: SEE A282623						
B263023	1970/05/29	BYLAW EX PART LOT				C
REMARKS: NO 7384						
A294805	1970/06/24	NOTICE AGREEMENT			THE CORPORATION OF THE BOROUGH OF SCARBOROUGH	C
A331339	1971/10/06	APL ANNEX REST COV		*** COMPLETELY DELETED ***		
REMARKS: FOR 10 YEARS FROM OCT. 1ST, 1971 (AMENDED JULY 29,1994) DELETED PRSUANT TO SECTION 119(9) OF THE LAND TITLES ACT.						
A408349	1973/10/19	TRANSFER		*** COMPLETELY DELETED ***	W-A CONSTRUCTION COMPANY LIMITED	
A408350	1973/10/19	CHARGE		*** COMPLETELY DELETED ***	LONDON LIFE INSURANCE COMPANY	
C466999	1988/05/04	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
C831797	1993/04/23	CHARGE		*** COMPLETELY DELETED *** W-A CONSTRUCTION COMPANY LIMITED	THE TORONTO-DOMINION BANK	
E86831	1997/06/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: C466999						
E207790	1998/10/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** LONDON LIFE INSURANCE COMPANY		
REMARKS: RE: A408350						

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
E353345	2000/08/30	TRANSFER		W-A CONSTRUCTION COMPANY LIMITED	1430730 ONTARIO LIMITED	C
E356532	2000/09/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: C831797						
AT197346	2003/06/17	TRANSFER EASEMENT		1430730 ONTARIO LIMITED	ROGERS CABLE INC.	C
AT358482	2003/12/10	APL (GENERAL)		*** COMPLETELY DELETED *** 1430730 ONTARIO LIMITED		
REMARKS: DELETED S/T COVENANTS AS IN A282623						
AT359191	2003/12/11	CHARGE		*** COMPLETELY DELETED *** 1430730 ONTARIO LIMITED	THE TORONTO-DOMINION BANK	
AT359192	2003/12/11	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1430730 ONTARIO LIMITED	THE TORONTO-DOMINION BANK	
REMARKS: AT359191						
AT359193	2003/12/11	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1430730 ONTARO LIMITED	THE TORONTO-DOMINION BANK	
REMARKS: AT359191						
AT1089787	2006/03/20	NOTICE	\$12,542,150	*** COMPLETELY DELETED *** 1430730 ONTARIO LIMITED	THE TORONTO-DOMINION BANK	
REMARKS: AT359191, AT359192, AT359193						
AT1753215	2008/04/11	CHARGE		1430730 ONTARIO LIMITED	ROYAL BANK OF CANADA	C
AT1753226	2008/04/11	NO ASSGN RENT GEN		1430730 ONTARIO LIMITED	ROYAL BANK OF CANADA	C
REMARKS: RENTS-AT1753215						
AT1757388	2008/04/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: AT359191						
AT2618973	2011/02/10	NOTICE		ROGERS COMMUNICATIONS INC.		C
REMARKS: AT197346						

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 FFFF



Profile Report

GOLDEN GRIDDLE INC. as of July 27, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	GOLDEN GRIDDLE INC.
Ontario Corporation Number (OCN)	2306805
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 23, 2011
Registered or Head Office Address	Attention/Care of HAROLD MCDONNELL, 10551 Highway 12, Port Perry, Ontario, L9L 1B3, 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	BEHZAD PILEHVER
Address for Service	100 Harrison Garden Boulevard, 1515, Toronto, Ontario, M2N 0C1, Canada
Resident Canadian	Yes
Date Began	June 24, 2014

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

V. Quintanilla W.

Director/Registrar

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

Active Officer(s)

Name	GERALD W. KINSELLA
Position	Vice-President
Address for Service	17 Colonel Butler Drive, Markham, Ontario, L3P 6B5, Canada
Date Began	March 15, 2012
Name	BEHZAD PILEHVER
Position	Chief Executive Officer
Address for Service	100 Harrison Garden Boulevard, 1515, Toronto, Ontario, M2N 0C1, Canada
Date Began	June 24, 2014

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

Effective Date

GOLDEN GRIDDLE INC.

November 23, 2011

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

Name	GOLDEN GRIDDLE FAMILY RESTAURANT
Business Identification Number (BIN)	220423297
Status	Inactive - Expired
Registration Date	April 18, 2012
Expired Date	April 17, 2017

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: HAROLD J. MCDONNELL - DIRECTOR	March 20, 2015
CIA - Notice of Change PAF: HAROLD J. MCDONNELL - DIRECTOR	July 07, 2014
CIA - Notice of Change PAF: HAROLD J. MCDONNELL - DIRECTOR	July 03, 2014
Annual Return - 2013 PAF: HAROLD MCDONNELL - DIRECTOR	January 25, 2014
Annual Return - 2012 PAF: HAROLD MCDONNELL - DIRECTOR	March 16, 2013
CIA - Notice of Change PAF: HAROLD J. MCDONNELL - DIRECTOR	May 02, 2012
CIA - Initial Return PAF: HAROLD J. MCDONNELL - DIRECTOR	January 17, 2012
BCA - Articles of Incorporation	November 23, 2011

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

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

V. Quintanilla W.

Director/Registrar

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APPENDIX GGGG

PROPERTY DESCRIPTION: PT LT 12 CON 1 REACH AS IN D486976 SAVE AND EXCEPT PTS. 1 & 2 EXP. PL.DR81929. S/T THE INTEREST IN D486976 SCUGOG. REGIONAL MUNICIPALITY OF DURHAM.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 26809-0038

PIN CREATION DATE:

2002/06/10

OWNERS' NAMES

1000900173 ONTARIO 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 2002/06/10 **		
**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: 1999/02/15 **					
40R6174	1981/01/09	PLAN REFERENCE				C
D486977	1997/02/04	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	CIBC MORTGAGES INC.	
D495041	1997/06/10	AGREEMENT		*** DELETED AGAINST THIS PROPERTY ***		
REMARKS: D486978	DELETED UNDER LT964927 M. ST.ONGE 2015 10 20					
LT952595	2000/04/20	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** MCDONNELL, ROBERT EARLE	KELNA ENTERPRISES LIMITED MCDONNELL, HAROLD JAMES	
40R19932	2000/08/03	PLAN REFERENCE				C
DR586117	2007/03/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
REMARKS: RE: D486977						
DR1372344	2015/06/19	CHARGE		*** COMPLETELY DELETED *** KELNA ENTERPRISES LIMITED	MAPLE LEAF WELLNESS (CANADA) LTD.	

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
DR1381577	2015/07/16	DISCH OF CHARGE		MCDONNELL, HAROLD JAMES *** COMPLETELY DELETED *** MAPLE LEAF WELLNESS (CANADA) LTD.		
REMARKS: DR1372344.						
DR1381579	2015/07/16	CHARGE		*** COMPLETELY DELETED *** KELNA ENTERPRISES LIMITED MCDONNELL, HAROLD JAMES	BAYBANK CAPITAL INC.	
DR1405336	2015/09/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** BAYBANK CAPITAL INC.		
REMARKS: DR1381579.						
DR1405531	2015/09/25	TRANSFER		*** COMPLETELY DELETED *** KELNA ENTERPRISES LIMITED MCDONNELL, HAROLD JAMES	SAND GECKO INC.	
REMARKS: PLANNING ACT STATEMENTS.						
DR1405532	2015/09/25	CHARGE		*** COMPLETELY DELETED *** SAND GECKO INC.	BAY BANK CAPITAL INC	
DR1517669	2016/09/19	NOTICE		*** COMPLETELY DELETED *** SAND GECKO INC.	BAYBANK CAPITAL INC.	
REMARKS: DR1405532						
DR1604747	2017/06/13	TRANSFER		*** COMPLETELY DELETED *** SAND GECKO INC.	GAO, XIUHONG	
DR1604748	2017/06/13	CHARGE		*** COMPLETELY DELETED *** GAO, XIUHONG	BAYBANK CAPITAL INC.	
DR1604749	2017/06/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GAO, XIUHONG	BAYBANK CAPITAL INC.	
REMARKS: DR1604748						
DR1604750	2017/06/13	CHARGE		*** COMPLETELY DELETED *** GAO, XIUHONG	NALI, MAHTAB	
DR1604855	2017/06/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** BAY BANK CAPITAL INC		
REMARKS: DR1405532.						
DR1713249	2018/06/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** NALI, MAHTAB		

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LAND
REGISTRY
OFFICE #40

26809-0108 (LT)

PAGE 3 OF 4
PREPARED FOR rmanea01
ON 2025/07/28 AT 07:57:32

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DR1747235	2018/10/26	NOTICE		*** COMPLETELY DELETED *** GAO, XIUHONG	BAYBANK CAPITAL INC.	
DR1747236	2018/10/26	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BAYBANK CAPITAL INC.	NEWLAND FINANCIAL INC. CANADIAN FINANCIAL DEVELOPMENT CORPORATION	
DR1809896	2019/07/15	CHARGE		*** COMPLETELY DELETED *** GAO, XIUHONG	HARBOUR X INVESTMENT INC.	
DR1809903	2019/07/15	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GAO, XIUHONG	HARBOUR X INVESTMENT INC.	
DR1810159	2019/07/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** NEWLAND FINANCIAL INC. CANADIAN FINANCIAL DEVELOPMENT CORPORATION		
DR1942723	2020/11/04	TRANSMISSION-LAND		*** COMPLETELY DELETED *** GAO, XIUHONG	CHEN, EN QUAN	
DR1942724	2020/11/04	TRANS PERSONAL REP		*** COMPLETELY DELETED *** CHEN, EN QUAN	CHEN, EN QUAN	
DR1968976	2021/01/29	CHARGE		*** COMPLETELY DELETED *** CHEN, EN QUAN	HARBOUR X INVESTMENT INC.	
DR1968989	2021/01/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** CHEN, EN QUAN	HARBOUR X INVESTMENT INC.	
DR1968990	2021/01/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** HARBOUR X INVESTMENT INC.		
DR2060943	2021/10/15	CHARGE		*** COMPLETELY DELETED *** CHEN, EN QUAN	SUI, AIZHI	
DR2061189	2021/10/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** HARBOUR X INVESTMENT INC.		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DR2124513	2022/04/22	RESTRICTIONS ORDER		*** COMPLETELY DELETED *** SUPERIOR COURT OF JUSTICE	ATTORNEY GENERAL OF CANADA	
DR2292731	2024/01/22	APL AMEND ORDER		*** COMPLETELY DELETED *** SUPERIOR COURT OF JUSTICE	ATTORNEY GENERAL OF CANADA	
DR2340507	2024/08/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** SUI, AIZHI		
DR2340517	2024/08/16	TRANSFER	\$1,660,000	CHEN, EN QUAN	1000900173 ONTARIO INC.	C
DR2340518	2024/08/16	CHARGE	\$1,000,000	1000900173 ONTARIO INC.	TANG, RONG XUE, MEI JIANG, TAO	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 HHHH

PROPERTY DESCRIPTION:	UNIT 13, LEVEL 15, TORONTO STANDARD CONDOMINIUM PLAN NO. 2160 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2705885; CITY OF TORONTO		
PROPERTY REMARKS:	FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006-09-29. AND FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006-10-05.		
ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:	
FEE SIMPLE	CONDOMINIUM FROM 10104-1669	2011/06/08	
LT ABSOLUTE PLUS			
OWNERS' NAMES	CAPACITY	SHARE	
SHIM, TAE SUP	JTEN		
PARK, IN YOUNG	JTEN		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2011/06/08	**	
**SUBJECT TO	SUBSECTION 44(1)	OF THE LAND TITLES ACT,	EXCEPT PARAGRAPHS 3 AND 14	AND *		
**	PROVINCIAL SUCCESSION DUTIES AND	EXCEPT PARAGRAPH 11	AND ESCHEATS OR FORFEITURE	**		
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN	ABSOLUTE TITLE.	**		
AT809575	2005/05/24	APL (GENERAL)		K & G OAKBURN APARTMENTS II LTD.		C
	REMARKS: ADDED	TO PINS 10104-0545 AND 10104-0546	ON 2006 06 22	BY H. MILLER AMENDS LEGAL DESCRIPTION		
AT1719355	2008/02/26	NOTICE	\$2	CITY OF TORONTO	K&G OAKBURN APARTMENTS I LTD. K&G OAKBURN APARTMENTS II LTD.	C
AT1719382	2008/02/26	NOTICE	\$2	CITY OF TORONTO	K&G OAKBURN APARTMENTS I LTD. K&G OAKBURN APARTMENTS II LTD.	C
AT1864932	2008/08/14	BYLAW		CITY OF TORONTO		C
	REMARKS: BY-LAW	1039-2007, TO PERMANENTLY CLOSE A PORTION OF THE PUBLIC HIGHWAY OAKBURN PLACE, BRANCHING SOUTHERLY FROM THE SOUTH SIDE OF OAKBURN CRESENT				
AT1873774	2008/08/22	NO SUB AGREEMENT		CITY OF TORONTO	K & G OAKBURN APARTMENTS 1 LTD.	C
AT1873806	2008/08/22	APL ANNEX REST COV		K & G OAKBURN APARTMENTS I LTD.		C
AT1912493	2008/10/01	NOTICE	\$2	CITY OF TORONTO	K&G OAKBURN APARTMENTS I LTD. K&G OAKBURN APARTMENTS II LTD.	C
	REMARKS: AT1719382					
AT2095054	2009/06/16	CHARGE		*** DELETED AGAINST THIS PROPERTY *** RESIDENCES OF AVONSHIRE INC.	LOMBARD GENERAL INSURANCE COMPANY OF CANADA	
AT2096127	2009/06/17	CHARGE		*** DELETED AGAINST THIS PROPERTY *** RESIDENCES OF AVONSHIRE INC.	CANADIAN IMPERIAL BANK OF COMMERCE	

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

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2096136	2009/06/17	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** RESIDENCES OF AVONSHIRE INC.	CANADIAN IMPERIAL BANK OF COMMERCE	
	REMARKS: AT2096127					
AT2102702	2009/06/25	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LOMBARD GENERAL INSURANCE COMPANY OF CANADA	CANADIAN IMPERIAL BANK OF COMMERCE	
	REMARKS: AT2095054 TO AT2096127					
AT2276301	2010/01/12	NOTICE	\$2	CITY OF TORONTO	RESIDENCES OF AVONSHIRE INC.	C
AT2283434	2010/01/19	TRANSFER EASEMENT	\$2	RESIDENCES OF AVONSHIRE INC.	ROGERS CABLE COMMUNICATIONS INC.	C
AT2641601	2011/03/14	TRANSFER EASEMENT	\$2	RESIDENCES OF AVONSHIRE INC.	K & G OAKBURN APARTMENTS I LTD.	C
TCP2160	2011/05/31	STANDARD CONDO PLN				C
AT2705885	2011/05/31	CONDO DECLARATION		RESIDENCES OF AVONSHIRE INC.		C
AT2732897	2011/06/27	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160		C
	REMARKS: BY-LAW NO. 1					
AT2732898	2011/06/27	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160		C
	REMARKS: BY-LAW NO. 2					
AT2732899	2011/06/27	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160		C
	REMARKS: BY-LAW NO. 3					
AT2732900	2011/06/27	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160		C
	REMARKS: BY-LAW NO. 4					
AT2732901	2011/06/27	NOTICE		K & G OAKBURN APARTMENTS I LTD. RESIDENCES OF AVONSHIRE INC.	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160	C
	REMARKS: THIS NOTICE WILL BE EFFECTIVE UNTIL OCTOBER 4, 2020					
AT2732902	2011/06/27	NOTICE		RESIDENCES OF AVONSHIRE INC.	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160	C
	REMARKS: THIS NOTICE WILL BE EFFECTIVE FOR AN INDETERMINATE PERIOD OF TIME					
AT2732903	2011/06/27	POSTPONEMENT		*** COMPLETELY DELETED *** LOMBARD GENERAL INSURANCE COMPANY OF CANADA	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160 RESIDENCES OF AVONSHIRE INC. K & G OAKBURN APARTMENTS I LTD.	
	REMARKS: AT2095054 TO AT2732901					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2734325	2011/06/28	POSTPONEMENT	REMARKS: AT2096127, AT2096136 TO AT2732901	*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160 RESIDENCES OF AVONSHIRE INC. K & G OAKBURN APARTMENTS 1 LTD.	
AT2770133	2011/07/29	TRANSFER		*** COMPLETELY DELETED *** RESIDENCES OF AVONSHIRE INC.	MOHTASHAMI, SAGHAR	
AT2770134	2011/07/29	CHARGE		*** COMPLETELY DELETED *** MOHTASHAMI, SAGHAR	NATIONAL BANK OF CANADA	
AT2770135	2011/07/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** MOHTASHAMI, SAGHAR	NATIONAL BANK OF CANADA	
AT2782293	2011/08/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
AT2782456	2011/08/12	DISCH OF CHARGE	REMARKS: AT2095054.	*** COMPLETELY DELETED *** LOMBARD GENERAL INSURANCE COMPANY OF CANADA		
AT2910467	2012/01/04	NOTICE		RESIDENCES OF AVONSHIRE INC.	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160 TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2201 K & G OAKBURN APARTMENTS I LTD.	C
AT2973396	2012/03/23	APL (GENERAL)	REMARKS: PARTIAL DELETE OF EASEMENT AT2628087 AS TO PARTS 1,2,3 ON PLAN 66R25250	K & G OAKBURN APARTMENTS I LTD.		C
AT2987710	2012/04/12	CONDO AMENDMENT	REMARKS: AT2705885. AMENDMENT TO THE DECLARATION UNDER SECTION 109 OF THE CONDOMINIUM ACT, 1998	RESIDENCES OF AVONSHIRE INC.		C
AT3671692	2014/08/26	NOTICE		RESIDENCES OF AVONSHIRE INC.		C
AT3866342	2015/04/27	TRANSFER	\$413,000	MOHTASHAMI, SAGHAR	SHIM, TAE SUP PARK, IN YOUNG	C
AT3866343	2015/04/27	CHARGE		*** COMPLETELY DELETED *** SHIM, TAE SUP PARK, IN YOUNG	SCOTIA MORTGAGE CORPORATION	
AT3978463	2015/08/14	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				NATIONAL BANK OF CANADA		
AT4815869	2018/03/06	NO CHNG ADDR CONDO		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160		C
AT5132089	2019/05/09	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160		C
AT6179434	2022/09/09	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2160		C
AT6369628	2023/07/06	CHARGE	\$1,062,500	SHIM, TAE SUP PARK, IN YOUNG	THE BANK OF NOVA SCOTIA	C
AT6372025	2023/07/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		

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 III

Filed: March 16, 2023

File No.: 23H-034

Law Society Tribunal Hearing Division

BETWEEN:

Law Society of Ontario
Applicant
and
Parminder Hundal
Respondent

NOTICE OF APPLICATION – CONDUCT

To the respondent:

The Law Society of Ontario applies under s. 34(1) of the Law Society Act, RSO 1990, c. L.8, for a determination of whether you have contravened s. 33 by engaging in professional misconduct and / or conduct unbecoming a licensee and for an order under s. 35. Details of the allegations are set out below.

This Notice of Application is served together with an Information Sheet that sets out the next steps in the proceeding.

Samil Chagpar
Law Society of Ontario
393 University Avenue Suite 1100
Toronto, Ontario M5G 1E6
Tel: 4169473300 ext. 2127
E-mail: schagpar@lso.ca

Details of the allegations:

1. The Respondent, when acting for G Ltd. on the purchase of two properties on C Road between August and September 2016:

a. failed to properly verify the identity of her client, G Ltd., contrary to bylaw 7.1 under the Law Society Act, by failing to verify the identify of one of the individuals ostensibly providing instructions; and

b. failed to serve her client, G Ltd., contrary to rule 3.1-2 of the Rules of Professional Conduct, by failing to take reasonable steps to verify that one of the signing officers, A.G., had signed the closing documents.

2. The Respondent, when acting for G Ltd. on the re-finance of the properties on C Road between March and April 2017:

a. acted in circumstances where she ought to have known that she was being used to facilitate fraud, contrary to rule 3.2-7 (b); and

b. acted without integrity, contrary to rule 2.1-1, by disbursing the mortgage funds to third parties after signing a Solicitor Confirmation representing to the mortgagee that she would not do so.

3. The Respondent, when acting for G Ltd. on the attempted sale of the properties on C Road between June 2017 and February 2018:

a. acted in circumstances where she ought to have known that she was being used to facilitate fraud, contrary to rule 3.2-7 (b);

b. failed to serve her client G Ltd., contrary to rule 3.1-2, by failing to advise all three principals of G Ltd. that one or two principals were potentially acting in conflict of interest by diverting corporate funds to themselves and to another corporation; and

c. in addition, or in the alternative to allegation 3.b above, failed to serve her client G Ltd., contrary to rule 3.1-2 by failing to advise all three principals of G Ltd. that one or two principals were potentially in breach of fiduciary duty by diverting corporate funds to themselves and to another corporation.

4. The Respondent, when acting for S Inc. on the purchase of a business located on B Drive between August 2016 and January 2017, acted in circumstances where she ought to have known that she was being used to facilitate fraud, contrary to rule 3.2-7 (b).

5. The Respondent, when acting for G Ltd. on the attempted purchase of a property on S Street between October 2016 and January 2017:
- a. acted in circumstances where she ought to have known that she was being used to facilitate fraud, contrary to rule 3.2-7 (b);
 - b. failed to serve her client G Ltd., contrary to rule 3.1-2, by failing to advise all three principals of G Ltd. that one or two principals were potentially acting in conflict of interest or breach of fiduciary duty by diverting corporate funds to themselves and to another corporation; and
 - c. in addition, or in the alternative to allegation 5.b above, failed to serve her client G Ltd., contrary to rule 3.1-2, by failing to advise all three principals of G Ltd. that one or two principals were potentially in breach of fiduciary duty by diverting corporate funds to themselves and to another corporation.
6. The Respondent, when acting for S Inc. on the attempted purchase of a property on F Avenue between September 2016 and January 2017, acted in circumstances where she ought to have known that she was being used to facilitate fraud, contrary to rule 3.2-7 (b).
7. The Respondent, when acting for G Ltd. on the purchase of a property on Y Street between November 2016 and January 2017, acted in circumstances where she ought to have known that she was being used to facilitate fraud, contrary to rule 3.2-7 (b).
8. The Respondent, when receiving and disbursing funds on the instructions of A.R. or B.P. or both between January and February 2017, acted in circumstances where she ought to have known that she was being used to facilitate fraud, contrary to rule 3.2-7 (b).
9. The Respondent misled another licensee, contrary to rule 2.1-1, by making representations in a letter dated November 27, 2018 about transactions involving G Ltd. that she knew or ought to have known were false or misleading.

APPENDIX JJJJ

Timothy Dunn
D: 416-597-4880 F: 416-593-5148
TDunn@blaney.com

March 21, 2025

TO: THE SERVICE LIST

Dear Sirs:

Re: 2630306 Ontario Inc. (o/a Paybank Financial) ("Paybank"), TGP Canada Management Inc. ("TGP") and Ben Pilehver ("Ben"), together with Paybank and TGP, the "Paybank Parties" - Receivership of Clearview Garden Estates Inc. et al. (the "Receivership")

We have recently been retained by the Paybank Parties in connection with this matter and various other related matters. We have not, as yet, had an opportunity to review the voluminous amount of documentation associated with the Receivership but shall be doing so as soon as reasonably practicable.

Certain allegations have been made against the Paybank Parties in the materials filed to support the Receivership that the Paybank Parties reject as either inaccurate or, in some cases, deliberately misleading.

We have been informed by the Paybank Parties that the actions of the Applicants in bringing the receivership application is a direct breach of their respective contractual obligations to the Paybank Parties.

Nevertheless, and notwithstanding the inaccuracy of the information submitted to the court to support the appointment of the receiver, the Paybank Parties are content to have KSV act in this capacity as it provides a stability that would otherwise not exist. Indeed, given the pervasiveness of the mistrust and misinformation respecting corporate authority that has poisoned the relationship among the various stakeholders, it was the intention of the Paybank Parties to take the necessary steps to have a receiver appointed in any event.

After we have had an opportunity to review the background documentation, we expect to receive instructions to both participate in the receivership process and to seek accountability from those parties who have acted in breach of their respective contractual obligations to the Paybank Parties, among others.

Yours very truly,
Blaney McMurtry LLP

Timothy Dunn
TRD/vh
Cc Ben Pilehver

APPENDIX KKKK

From: BenP <ben@sandgecko.ca>
Sent: April 4, 2025 3:08 PM
To: Mark van Zandvoort; Timothy Dunn
Cc: Kyle Plunkett; Adrienne Ho; Calvin Horsten; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; Ralph; BenP
Subject: Re: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

without prejudice

Mark,

I trust this message finds you well.

Please be advised that the team at KSV has already been granted access to the Data Room. Furthermore, consent has been obtained from approximately 2,300 of the 3,500 existing Co-Owners. However, we must emphasize that we are not in a position to disclose the contact information of all investors, as they are now investors of TGP Canada Management Inc.

It is our position, after consultation with both our legal counsel and the receiver, that the court order currently in place may have been obtained on a materially misleading basis, particularly in light of the fact that the investor group was not afforded a proper opportunity to retain independent legal representation prior to the court proceedings. This raises significant concerns about the procedural fairness and transparency of the receivership process.

We would also like to reiterate, unequivocally, that Kobayashi has no interest whatsoever in the portfolio of Trans Global Partners, TGP Canada Management Inc., or the associated Nominee Companies.

Given the gravity of the situation, we are now actively exploring alternative legal remedies, including the initiation of a class action lawsuit on behalf of approximately 2,300 investors from six different countries. The potential international implications of this matter are significant, and we urge all parties involved to consider the broader consequences.

As part of our next steps, we will be issuing a formal notice to investors, advising them to immediately contact their local authorities and the Canadian Embassy's Trade Commissioner Service to formally report the actions of the parties involved in this matter. A copy of this notice, along with a report confirming the distribution and acknowledgment of receipt by the Co-Owners, will be submitted to the receiver for the record.

We trust that this communication underscores the seriousness of our concerns and the urgency of achieving a fair and transparent resolution.

<https://transglobaljp.com>

<https://trans-globalpart.com>

Ben Pilehvar

Sand Gecko Strategies.

Chairman/President



Tel: (416) 985-5551

ben@sandgecko.ca

www.sandgecko.ca

www.pilehvar.ca

This electronic message contains information from Behzad (Ben) Pilehvar at SAND GECKO Inc. / SAND GECKO STRATEGIES Canada) and SAND GECKO LTD. (U.K.), which may be legally privileged and confidential. The information is intended to be for the use of the individual(s) or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited. If you have received this electronic message in error, please notify us by telephone or e-mail (to the number or address above) immediately. It is the responsibility of the recipient to ensure that any attachments are virus free and SAND GECKO. bears no responsibility for any loss or damage arising in any way from the use thereof. DISCLAIMER: I declare that I am not a licensed Canadian or United States Securities Broker or Dealer or U.S. or Canadian investment adviser, and both the writer and reader declare that this document is not intended for the buying, selling, or trading of securities, commodities or the offering of counsel or advice with respect to any such activities, but the mere exchange of ideas. The content of this document does NOT constitute a contract of services or promise of services or investment or promised investment capital toward any concept, idea or project referenced or directly addressed in the body or relating portions of this document.

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

Sent: Friday, April 4, 2025 2:53 PM

To: Timothy Dunn <TDunn@blaney.com>

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

<dsieradzki@ksvadvisory.com>; jwong@ksvadvisory.com <jwong@ksvadvisory.com>; BenP <ben@sandgecko.ca>
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim,

I am following-up to our March 28th exchange below, as we understood you would be providing an information package to the Receiver this week. Please provide an update.

Regards,

Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

Aird & Berlis LLP

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Subject: Re: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thanks Mark. I am hoping to be in a position to respond next week. Best regards, Tim.

Get [Outlook for iOS](#)

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: Friday, March 28, 2025 12:50:32 PM
To: Timothy Dunn <TDunn@blaney.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com <ngoldstein@ksvadvisory.com>; dsieradzki@ksvadvisory.com <dsieradzki@ksvadvisory.com>; jwong@ksvadvisory.com <jwong@ksvadvisory.com>; ben@sandgecko.ca <ben@sandgecko.ca>
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim,

We understand that you remain in the process of assembling information to provide to the Receiver. Please advise as to when the Receiver may expect to receive same from you, including in response to the request set out in our March 22 email below.

Thank you.

Best,

Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thank you.

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thanks Mark. I will enquire.

Timothy Dunn
Partner
tdunn@blaney.com
☎ 416-597-4880 | ☎ 416-593-5148

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: Saturday, March 22, 2025 11:44 AM
To: Timothy Dunn <TDunn@blaney.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; ben@sandgecko.ca

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim:

We understand that your clients may be in possession of some or all of the Co-Owner Information as defined in paragraph 8 of the [Appointment Order](#) (attached). Please confirm if your clients are in possession of any such Co-Owner Information, and if so, that you will provide it to us for the Receiver's review forthwith in accordance with paragraphs 5 to 8 of the Appointment Order.

We look forward to hearing from you.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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APPENDIX LLLL

From: Mark van Zandvoort
Sent: April 8, 2025 7:29 AM
To: Timothy Dunn
Cc: Kyle Plunkett; Adrienne Ho; Calvin Horsten; David Sieradzki; Noah Goldstein; Jordan Wong; Tony Trifunovic; BenP
Subject: RE: Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)
Attachments: 2025 03 06 - Appointment Order re receivership(63737864.2).pdf

Tim,

As you aware, pursuant to the Appointment Order issued March 6, 2025 (attached), we are counsel to the Receiver in the matter *Mizue Fiukiate et al. v. Clearview Garden Estates at al.* Capitalised terms below have the meaning ascribed to them in the Appointment Order attached.

Mr. Pilehver has provided the Receiver with limited information regarding various Co-Owner Agreements. He has not provided the Receiver with the Co-Owner Information as defined in paragraph 8 of the Appointment Order attached, which we understand is in his possession, including as a director and officer of certain of the Respondents. Nor has he provided the Receiver with the purported 2,300 Co-Owner consents which Mr. Pilehver has advised the Receiver are in his possession. Contrary to Mr. Pilehver's purported without prejudice communication sent on April 4, 2025, he is not entitled to withhold the Co-Owner Information and purported Co-Owner consents from the Receiver contrary to the Appointment Order.

Pursuant to paragraphs 6-8 of the Appointment Order, Mr. Pilehver is required to provide the Receiver with the Co-Owner Information, the purported Co-Owner consents and any records relating to the businesses of the Respondents or the Property. Contact information for Co-Owners of Property owned (or formerly owned) by the Respondents, as well as any agreements related thereto (including the purported consents), fall within the ambit of these provisions of the Appointment Order.

We reiterate our request that Mr. Pilehver provide such Co-Owner Information (including names, last known addresses, and last known email addresses of all of Co-Owners) and the purported Co-Owner consents to the Receiver forthwith, and in any event, **by no later than the close of business on Wednesday, April 9, 2025.**

We look forward to receiving your client's cooperation and compliance with the Appointment Order.

Regards,

Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Timothy Dunn <TDunn@blaney.com>
Sent: April 4, 2025 3:59 PM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: BenP <ben@sandgecko.ca>
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Hi Mark, it appears that Ben has responded to your email already. My understanding is that he has independently provided your client with copies of the documents that are the subject of your request.

Best regards, Tim.

Timothy Dunn
Partner
tdunn@blaney.com
☎ 416-597-4880 | ☎ 416-593-5148

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: Friday, April 4, 2025 2:54 PM
To: Timothy Dunn <TDunn@blaney.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; ben@sandgecko.ca
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim,

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Regards,

Mark

Mark van Zandvoort
Partner

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Subject: Re: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

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Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim,

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Thank you.

Best,

Mark

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Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thank you.

Mark van Zandvoort
Partner

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E mvanzandvoort@airdberlis.com

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Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thanks Mark. I will enquire.

Timothy Dunn
Partner

tdunn@blaney.com

☎ 416-597-4880 | ☎ 416-593-5148

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

Sent: Saturday, March 22, 2025 11:44 AM

To: Timothy Dunn <TDunn@blaney.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; ben@sandgecko.ca

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim:

We understand that your clients may be in possession of some or all of the Co-Owner Information as defined in paragraph 8 of the [Appointment Order](#) (attached). Please confirm if your clients are in possession of any such Co-Owner Information, and if so, that you will provide it to us for the Receiver's review forthwith in accordance with paragraphs 5 to 8 of the Appointment Order.

We look forward to hearing from you.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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APPENDIX MMMM



Mark van Zandvoort
Direct: 416.865.4742
E-mail: mvanzandvoort@airdberlis.com

April 16, 2025

DELIVERED VIA EMAIL (TDunn@blaney.com)

Timothy Dunn

Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

*Lawyers for 2630306 Ontario Inc. o/a Paybank Financial,
TGP Canada Management Inc. and Ben Pilehver*

Dear Mr. Dunn:

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

As you are aware, KSV Restructuring Inc. has been appointed as receiver and manager (in such capacity, the “**Receiver**”) in the above-noted proceedings pursuant to the Order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List) dated March 6, 2025.

For your reference, a copy of the Appointment Order is enclosed, which was provided to Mr. Pilehver in our March 14, 2025 correspondence (enclosed), and which was again provided to you and Mr. Pilehver in our March 22, 2025 and April 8, 2025 correspondence (enclosed).

Capitalised terms not otherwise defined herein have the meaning ascribed to them in the Appointment Order.

I. Outstanding Information and Document Requests

As indicated in our March 22, 2025 correspondence, we understand that Mr. Pilehver is in possession of some or all of the Co-Owner Information as defined in paragraph 8 of the Appointment Order. At that time, we requested that Mr. Pilehver provide all such Co-Owner Information to us for the Receiver’s review forthwith in accordance with paragraphs 5 to 8 of the Appointment Order.

In our April 8, 2025 correspondence, we indicated that Mr. Pilehver has provided the Receiver with limited information regarding various Co-Owner agreements. Specifically, we indicated that Mr. Pilehver:

- i. has not provided the Receiver with the Co-Owner Information as defined in paragraph 8 of the Appointment Order, which we understand is in his possession, including as a director and officer of certain of the Respondents;

- ii. has not provided the Receiver with the purported 2,300 Co-Owner consents which Mr. Pilehver has advised the Receiver are in his possession;
- iii. is required to provide the Receiver with the Co-Owner Information, the purported Co-Owner consents and any records relating to the businesses of the Respondents or the Property. We indicated that contact information for Co-Owners of Property owned (or formerly owned) by the Respondents, as well as any agreements related thereto (including the purported consents), fall within the ambit of the documents to which the Receiver is entitled to receive pursuant to the provisions of the Appointment Order; and
- iv. is to provide such Co-Owner Information (including names, last known addresses, and last known email addresses of all Co-Owners) and the purported Co-Owner consents to the Receiver forthwith, and in any event, **by no later than the close of business on Wednesday, April 9, 2025.**

(collectively, the “**Outstanding Information and Document Requests**”)

On April 9, 2025, you responded indicating that Mr. Pilehver is in the process of assembling a package of information for the Receiver respecting the Co-Owner agreements and the related consents. You indicated that the technical challenge is that a complete package is several terabytes.

To accommodate your request for technical support, on April 11, 2025, our office delivered to you a 5 TB hard drive (the “**Hard Drive**”), as well as a sharefile link to which Mr. Pilehver could upload the Outstanding Information and Document Requests.

To date, neither the Receiver nor our office has received any further information or documents in response to the Outstanding Information and Document Requests, contrary to paragraphs 6 to 8 of the Appointment Order.

Please confirm that the Hard Drive, containing the entirety of the Outstanding Information and Document Requests, will be available for pick-up by the Receiver by no later than **Monday, April 21, 2025.**

II. Mr. Pilehver’s Correspondence dated April 15, 2025

In Mr. Pilehver’s correspondence dated April 15, 2025 (enclosed), he indicates that certain assets of Halton Park Inc. (“**Halton Park**”) and Greenvalley Estates II Inc. (“**GV II. Inc.**”) “*have been paid out or otherwise directed to unauthorized recipients in direct contravention of the [court endorsement dated October 2024]*”. Please provide us with a copy of the court endorsement(s)/order(s) referenced in Mr. Pilehver’s April 15, 2025 correspondence.

As you are aware, Halton Park and GV II Inc. are not Respondents to the Appointment Order. Rather, Halton Park and GV II Inc. fall within the same group of subsidiaries of Land Mutual Inc.

(the “**Land Mutual Subsidiary Group**”) as certain of the Respondents¹ over whom the Receiver is appointed pursuant to the Appointment Order. The entities in the Land Mutual Subsidiary Group are each special purpose corporations which hold land as a nominee and bare trustee for underlying investors.

While the Receiver is not appointed over Halton Park and GV II Inc., paragraph 4(j) of the Appointment Order empowers the Receiver to review and investigate transactions between or among any of the Respondents and other Persons, including other companies and entities that are affiliates of any of the Respondents. In this regard, paragraph 4(j) of the Appointment Order provides that the Receiver is empowered:

(j) to review, investigate, and report to this Court on: (i) all payments, receipts, disbursements, accounts payable, conveyances, transfers, preferences, transactions and other arrangements between or among any of the Respondents and other Persons, including, without limitation, other companies and entities that are affiliates of any of the Respondents, that appear to the Receiver to be out of the ordinary course of business; and (ii) the respective interests, rights and priorities of any of the Respondents’ creditors and other Persons in, in and to, and in respect of the Property or any part thereof. All Persons shall be required to provide any and all information and documents related to the Respondents and/or the Property requested by the Receiver in connection with any such review and investigation.

With respect to the allegations raised in Mr. Pilehver’s April 15, 2025 correspondence concerning transactions involving Halton Park, GV II Inc., and other persons and entities, the Receiver hereby requests that your clients include on the Hard Drive, or otherwise deliver to the Receiver the following **by Monday, April 21, 2025**:

- i. all information and documents pertaining to the transactions involving Halton Park and other persons and entities as referenced in Mr. Pilehver’s April 15, 2025 correspondence, and specifically, any information linking such transactions to the Respondents and/or the Property over which the Receiver is appointed; and
- ii. all information and documents pertaining to the transactions involving GV II and other persons and entities as referenced in Mr. Pilehver’s April 15, 2025 correspondence, and specifically, any information linking such transactions to the Respondents and/or the Property over which the Receiver is appointed.

III. Additional Information and Document Requests

In addition, please also have your clients include on the Hard Drive, or otherwise provide to the Receiver **by Monday, April 21, 2025**, all information and documentation in their possession or control pertaining to:

¹ Within the Land Mutual Inc. Subsidiary Group includes the Respondents, Clearview Garden Estates Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley IV Inv., London Valley V Inc., Fort Erie Hills Inc., Talbot Crossing Inc. and TGP-Talbot Crossing Inc.,

- i. the Properties listed in Schedule “B” of the Appointment Order, including records pertaining to: (i) the relationship of the purchaser entities and their principals to the Respondents/their principals; and (ii) the recipients of the sale proceeds thereof;
- ii. without limiting the information and documentation requested at i. above, all information and documentation pertaining to the mortgage/charge previously registered on title to 5599 Sodom Road, Niagara Falls by 2229815 Ontario Inc. (“**222**”), and which resulted in an order of foreclosure being obtained by 222 and the transfer of 5599 Sodom Road to 222 by the Respondent, Niagara Estates of Chippawa II Inc. To the extent your clients are aware of the nature of the relationship between the principal(s) of 222 and the Respondents, please similarly advise;
- iii. with respect to the sale by the Respondent London Valley IV Inc. (“**LV IV**”) of 6211 Colonel Talbot Road, London, Ontario (the “**LV IV Property**”), we understand that Mr. Pilehver engaged Parminder Hundal Law Professional Corporation as real estate counsel to complete the sale transaction on behalf of LV IV on February 5, 2025, prior to the Receiver’s appointment. We further understand that Ms. Hundal’s firm received the sale proceeds of \$1,899,510.70 (the “**Sale Proceeds**”) by wire transfer on February 5, 2025. The Receiver requires that Mr. Pilehver provide all records and information concerning to whom the Sale Proceeds were disbursed, in what amounts, and for what purpose, including information concerning the current location of the Sale Proceeds; and
- iv. any additional information and documentation in your clients’ possession related to the Respondents and Property over which the Receiver is appointed, and which may assist the Receiver in taking control of all such Property, including the proceeds thereof. In this regard, we ask that your clients advise of any known institutions at which a bank account or trust account is maintained either in the name of, or for the benefit of, any of the Respondents and/or the Property, including the details of such accounts.

We look forward to receiving the information and documentation requested herein **by no later than Monday, April 21, 2025.**

Yours truly,

AIRD & BERLIS LLP



Mark van Zandvoort

MZ/AH

Encl.

c.c. Ben Pilehver, in his personal capacity and in his capacity as President of TGP Canada Management Inc. and 2630306 Ontario Inc. o/a Paybank Financial (ben@sandgecko.ca)
Kyle Plunkett, Adrienne Ho and Calvin Horsten, Aird & Berlis LLP
Noah Goldstein, David Sieradzki, Jordan Wong and Tony Trifunovic, KSV Restructuring Inc.

64182017.1

AIRD BERLIS

Adrienne Ho

From: Adrienne Ho
Sent: June 23, 2025 9:39 PM
To: Timothy Dunn; Mark van Zandvoort
Cc: Kyle Plunkett; Calvin Horsten; 'ngoldstein@ksvadisory.com'; 'dsieradzki@ksvadisory.com'; 'jwong@ksvadisory.com'; Tony Trifunovic; BenP
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Hi Tim,

Just touching base on our email below. Have you received a response from your client with respect to the Receiver's inquiries, as set out below?

Please advise 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

Aird & Berlis LLP operates as a multi-disciplinary practice.

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: Timothy Dunn <TDunn@blaney.com>
Sent: May 27, 2025 3:51 PM
To: Adrienne Ho <aho@airdberlis.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadisory.com' <ngoldstein@ksvadisory.com>; 'dsieradzki@ksvadisory.com' <dsieradzki@ksvadisory.com>; 'jwong@ksvadisory.com' <jwong@ksvadisory.com>; Tony Trifunovic <ttrifunovic@ksvadisory.com>; BenP <ben@sandgecko.ca>
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

— — —
Thanks Adrienne. I will follow-up with Ben.

Timothy Dunn
Partner
tdunn@blaney.com
☎ 416-597-4880 | ☎ 416-593-5148

From: Adrienne Ho <aho@airdberlis.com>
Sent: Tuesday, May 27, 2025 2:50 PM
To: Timothy Dunn <TDunn@blaney.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadvisory.com' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; BenP <ben@sandgecko.ca>
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Hi Tim,

Further to your email below, I don't believe we have received a response as to a delivery for the outstanding consents, as well as information related to this request (reproduced below):

With respect to the sale by the Respondent London Valley IV Inc. ("LV IV") of 6211 Colonel Talbot Road, London, Ontario (the "LV IV Property"), we understand that Mr. Pilehver engaged Parminder Hundal Law Professional Corporation as real estate counsel to complete the sale transaction on behalf of LV IV on February 5, 2025, prior to the Receiver's appointment. We further understand that Ms. Hundal's firm received the sale proceeds of \$1,899,510.70 (the "Sale Proceeds") by wire transfer on February 5, 2025. The Receiver requires that Mr. Pilehver provide all records and information concerning to whom the Sale Proceeds were disbursed, in what amounts, and for what purpose, including information concerning the current location of the Sale Proceeds.

Again, please ask your client to upload both the consents from the investors and the information concerning the sale proceeds by LV IV at the sharefile link here: <https://airdberlis.sharefile.com/i/i7d367d338e84b39a>. I understand that this can hold up to 100 GB. We ask that your client do so by no later than **Tuesday June 3**, as this information has been outstanding for some time.

If your client requires a hard drive instead, we can arrange for one to be delivered to Blaney's offices. Again, please advise.

Please kindly acknowledge receipt of our request. 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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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: Timothy Dunn <TDunn@blaney.com>

Sent: May 6, 2025 4:46 PM

To: Adrienne Ho <aho@airdberlis.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadvisory.com' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; BenP <ben@sandgecko.ca>

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thanks Adrienne. I know that Ben is working to gather the remaining information and would ask that he respond when he can with an approximate timeframe for delivery.

Timothy Dunn

Partner

tdunn@blaney.com

☎ 416-597-4880 | ☎ 416-593-5148

From: Adrienne Ho <aho@airdberlis.com>

Sent: Tuesday, May 6, 2025 10:39 AM

To: Timothy Dunn <TDunn@blaney.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadisory.com' <ngoldstein@ksvadisory.com>; 'dsieradzki@ksvadisory.com' <dsieradzki@ksvadisory.com>; 'jwong@ksvadisory.com' <jwong@ksvadisory.com>; Tony Trifunovic <ttrifunovic@ksvadisory.com>; BenP <ben@sandgecko.ca>

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Hi Tim,

Further to our email below, we have also been unable to locate the consents that Mr. Pilehvar received from investors on either the hard drive or the dropbox.

Please ask your client to upload both the consents from the investors and the information concerning the sale proceeds by LV IV at the sharefile link here: <https://airdberlis.sharefile.com/i/i7d367d338e84b39a>. I understand that this can hold up to 100 GB. We ask that your client do so by end of the day Thursday, as this information has been outstanding for some time.

If your client requires a hard drive instead, we can arrange for one to be delivered to Blaney's offices. Again, please advise.

Best Regards,

Adrienne Ho

Associate

T 416.637.7980

E aho@airdberlis.com

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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: Adrienne Ho

Sent: May 2, 2025 4:47 PM

To: Timothy Dunn <TDunn@blaney.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadisory.com' <ngoldstein@ksvadisory.com>; 'dsieradzki@ksvadisory.com' <dsieradzki@ksvadisory.com>; 'jwong@ksvadisory.com' <jwong@ksvadisory.com>; Tony Trifunovic <ttrifunovic@ksvadisory.com>; BenP <ben@sandgecko.ca>

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Hi Tim,

We have reviewed the hard drive and dropbox provided by your client, and we are unable to locate records related to our request (which we have reproduced below).

- with respect to the sale by the Respondent London Valley IV Inc. (“**LV IV**”) of 6211 Colonel Talbot Road, London, Ontario (the “**LV IV Property**”), we understand that Mr. Pilehver engaged Parminder Hundal Law Professional Corporation as real estate counsel to complete the sale transaction on behalf of LV IV on February 5, 2025, prior to the Receiver’s appointment. We further understand that Ms. Hundal’s firm received the sale proceeds of \$1,899,510.70 (the “**Sale Proceeds**”) by wire transfer on February 5, 2025. The Receiver requires that Mr. Pilehver provide all records and information concerning to whom the Sale Proceeds were disbursed, in what amounts, and for what purpose, including information concerning the current location of the Sale Proceeds.

Please ask Mr. Pilehver to email us forthwith providing a response to the above inquiries.

Thank you.

Best Regards,

Adrienne Ho
Associate

T 416.637.7980
E aho@airdberlis.com

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From: Timothy Dunn <TDunn@blaney.com>

Sent: April 25, 2025 2:05 PM

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' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; BenP <ben@sandgecko.ca>

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Mark, I have been informed that the Hard Drive can be collected anytime between 3 and 6pm today. I also understand that your firm has been added to the Drop Box facility that was previously made available to your client.

As our firm was not retained to act in respect of the below referenced property transaction, your enquiry is more properly made to Ms. Hundal. However, I understand that Mr. Pilehver is arranging for the information you require to be available on either Monday or Tuesday of next week.

Regards, Tim.

Timothy Dunn
Partner

tdunn@blaney.com
☎ 416-597-4880 | ☎ 416-593-5148

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: Friday, April 25, 2025 9:35 AM
To: Timothy Dunn <TDunn@blaney.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadvisory.com' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; BenP <ben@sandgecko.ca>
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim:

Will the hard drive be ready to pick up today? Please advise. In the interim, please provide responses by email today, per page 4, para. iii) of our April 16 letter attached, concerning the following:

- with respect to the sale by the Respondent London Valley IV Inc. (“**LV IV**”) of 6211 Colonel Talbot Road, London, Ontario (the “**LV IV Property**”), we understand that Mr. Pilehver engaged Parminder Hundal Law Professional Corporation as real estate counsel to complete the sale transaction on behalf of LV IV on February 5, 2025, prior to the Receiver’s appointment. We further understand that Ms. Hundal’s firm received the sale proceeds of \$1,899,510.70 (the “**Sale Proceeds**”) by wire transfer on February 5, 2025. The Receiver requires that Mr. Pilehver provide all records and information concerning to whom the Sale Proceeds were disbursed, in what amounts, and for what purpose, including information concerning the current location of the Sale Proceeds.

We look forward to hearing from you today with responses to the foregoing.

Regards,

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Mark van Zandvoort
Sent: April 21, 2025 2:44 PM
To: Timothy Dunn <TDunn@blaney.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadvisory.com' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; BenP <ben@sandgecko.ca>
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim - Had today not been a realistic deadline for delivery, we would have expected to have been advised of that by you in response to our April 16 letter, which noted the April 21 deadline. We will look forward to receiving the pick-up date and time from you this week.

For efficiency, being kept apprised of the status of the delivery of the hard drive is most effective in a single email with interested personnel copied, rather than subsequent reporting on updates of this nature. As it is on any file, keeping costs down is at all times at the forefront of our and the Receiver's mind.

We look forward to hearing from you.

Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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From: Timothy Dunn <TDunn@blaney.com>
Sent: April 21, 2025 2:05 PM
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' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; BenP <ben@sandgecko.ca>
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thanks Mark. We are aware of the receiver's expectation and it has already been communicated to you that Mr. Pilehver is working to download the approximately 500,000 pages of documents from his server, make the requisite partitions and then upload the information onto the 5 TB hard drive. Given the absence of any staff to assist, this process is time consuming but it will be completed as quickly as possible. If you had enquired as to what could be anticipated to be a reasonable timeframe for completion, we would have informed you that, given the holidays, the end of this week was Mr. Pilehvar's more reasonable expectation.

Finally, is it necessary to have 4 lawyers from Aird and 4 representatives of the receiver on all of these emails? For logistical matters such this, it seems unnecessary to have 8 billers docketing for each email.

Regards, Tim.

Timothy Dunn
Partner

tdunn@blaney.com
☎ 416-597-4880 | ☎ 416-593-5148

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: Monday, April 21, 2025 9:25 AM
To: Timothy Dunn <TDunn@blaney.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadvisory.com' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; BenP <ben@sandgecko.ca>
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim:

As indicated in our letter dated April 16, 2025, it is the Receiver's expectation that the requested information and documents be provided by today. Please confirm the details of where/when the hard drive may be picked up, and we will make arrangements.

Regards,

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: Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Sent: April 17, 2025 11:37 AM

To: Timothy Dunn <TDunn@blaney.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadvisory.com' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; BenP <ben@sandgecko.ca>

Subject: Re: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thank you. Please advise of date and location for us to pick-up the hard drive, and we will make arrangements.

Regards,

Mark

Mark van Zandvoort
Partner

T 416.865.4742
E mvanzandvoort@airdberlis.com

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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: Timothy Dunn <TDunn@blaney.com>

Sent: Thursday, April 17, 2025 10:49 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' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; BenP <ben@sandgecko.ca>

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Receipt of your letter is confirmed.

I can confirm that the 5 TB hard drive has been delivered to Mr. Pilehver and have been informed that he is working assiduously to download the requested information.

Regards, Tim.

Timothy Dunn
Partner

tdunn@blaney.com

☎ 416-597-4880 | ☎ 416-593-5148

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

Sent: Wednesday, April 16, 2025 3:16 PM

To: Timothy Dunn <TDunn@blaney.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten

<chorsten@airdberlis.com>; 'ngoldstein@ksvadvisory.com' <ngoldstein@ksvadvisory.com>;

'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>;

Tony Trifunovic <ttrifunovic@ksvadvisory.com>; BenP <ben@sandgecko.ca>

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Importance: High

Mr. Dunn:

Further to our recent correspondence and to Mr. Pilehver's April 15, 2025 email below, please find attached our letter of today's date.

Regards,

Mark van Zandvoort

Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

Aird & Berlis LLP | Lawyers

Aird & Berlis LLP operates as a multi-disciplinary practice.

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: BenP <ben@sandgecko.ca>

Sent: April 15, 2025 6:23 PM

To: Adrienne Ho <aho@airdberlis.com>; Timothy Dunn <TDunn@blaney.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadvisory.com' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com' <dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>

Subject: Re: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Re: Unauthorized Mortgage Receivable Payments – TGP Canada Management Inc. – Court Endorsement Violation

Dear all,

We write to you in our capacity as representatives of **TGP Canada Management Inc.**, the recognized and duly authorized management entity overseeing the interests of various co-owners and beneficiaries of mortgage receivables related to legacy Trans Global Partners portfolios.

It has recently come to our attention that two significant mortgage receivables, which fall under the restricted assets of TGP Canada Management Inc. pursuant to the **court endorsement dated October 2024**, have been paid out or otherwise directed to unauthorized recipients in direct contravention of the court's ruling. Specifically, the following matters require your urgent attention:

1. Halton Park (HP)

- **Location:** East Side of Regional Road 25, Pt Lots 7 & 8, CON 3 ESQ, Halton, Ontario
- **PIN:** 25022-0014 (LT)
- **Land Registry Office:** 20
- **Title Owner:** Halton Park Inc. (subsequently sold to Milton 525 Holdings Inc. in November 2019)
- **Outstanding Tax Liability:** Approx. \$50,000 in CRA corporate income taxes (2021–2023); CRA holds approx. \$59,000 in HST rebates
- **Mortgage Receivable Amount:** \$7,800,000 in favor of Halton Park Inc.
- **Notice Contact:** Falco Properties | Tel: 905-915-9500 Ext. 514

We have been informed that the above mortgage was **illegally transferred to First Global Financial Corporation (FGFC)** and **monies have been paid to Ms. Elena Salvatore and Mr. Vincent Salvatore by Falco Properties**, the borrower. These payments occurred despite the existing court endorsement which **explicitly prohibits disbursement or transfer of any receivable assets related to Falco Properties without prior leave or direction from the Court.**

2. Greenvalley Estates II (GE II)

- **Location:** 2310 Dingman Drive, London, Ontario
- **PIN:** 08203-0076 (LT)

- **Land Registry Office:** 33
- **Title Owner:** Greenvally Estates II Inc.
- **Outstanding Property Taxes:** \$25,117.56
- **Mortgage Receivable Amount:** \$5,000,000
- **Notice Contact:** Dancor Construction Ltd. | Attn: Mr. Sean Ford
Email: sford@dancor.ca | Tel: 905-790-2333 | Bus: 647-321-2278

It has also come to our attention that the above mortgage receivable has **been paid to "Tiberius Financial," a company controlled by Mr. Vincent Salvatore Jr., son of Ms. Elena Salvatore**, again without any notice to or involvement from TGP Canada Management Inc. This act represents a further **violation of the standing Court endorsement**, which **strictly bars payment or assignment of such receivables to any party unless expressly authorized by the Court Order**.

Request for Immediate Action

In light of the foregoing:

1. We request that you immediately investigate the source, recipient, and legal justification (if any) for the payments issued in respect of the above mortgages;
2. We urge you to **take appropriate legal steps to freeze, recall, or otherwise remedy** the unlawful transfers and ensure full compliance with the Court's endorsement;
3. We request that the Receiver provide a **written response within 5 business days** outlining the measures taken and confirming that no further unauthorized disbursements will occur;
4. We reserve all rights to pursue any and all remedies available in law and equity to protect the interests of TGP Canada Management Inc. and its stakeholders.

Please be advised that these actions, unless rectified, may result in significant prejudice to over 3,500 co-owners under the administration of TGP Canada Management Inc. Your cooperation in urgently addressing these violations is appreciated.

Should you require any further documentation or legal references regarding the endorsement or the mortgage receivables, we will make them available upon request.

Sincerely,

Regards

Ben Pilehvar
Sand Gecko Strategies.

Chairman/President



Tel: (416) 985-5551

ben@sandgecko.ca

www.sandgecko.ca

www.pilehvar.ca

This electronic message contains information from Behzad (Ben) Pilehvar at SAND GECKO Inc. / SAND GECKO STRATEGIES Canada) and SAND GECKO LTD. (U.K.), which may be legally privileged and confidential. The information is intended to be for the use of the individual(s) or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited. If you have received this electronic message in error, please notify us by telephone or e-mail (to the number or address above) immediately. It is the responsibility of the recipient to ensure that any attachments are virus free and SAND GECKO. bears no responsibility for any loss or damage arising in any way from the use thereof. DISCLAIMER: I declare that I am not a licensed Canadian or United States Securities Broker or Dealer or U.S. or Canadian investment adviser, and both the writer and reader declare that this document is not intended for the buying, selling, or trading of securities, commodities or the offering of counsel or advice with respect to any such activities, but the mere exchange of ideas. The content of this document does NOT constitute a contract of services or promise of services or investment or promised investment capital toward any concept, idea or project referenced or directly addressed in the body or relating portions of this document.

From: Adrienne Ho <aho@airdberlis.com>

Sent: Tuesday, April 15, 2025 2:28 PM

To: Timothy Dunn <TDunn@blaney.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>;

'ngoldstein@ksvadvisory.com' <ngoldstein@ksvadvisory.com>; 'dsieradzki@ksvadvisory.com'

<dsieradzki@ksvadvisory.com>; 'jwong@ksvadvisory.com' <jwong@ksvadvisory.com>; BenP <ben@sandgecko.ca>

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehvar - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Hi Tim,

Do you have an update on timing? Our preference is to pick up the hard drive by the end of this week, if not sooner. Thank you.

Best Regards,

Adrienne Ho

Associate

T 416.637.7980

E aho@airdberlis.com

Aird & Berlis LLP | Lawyers

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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: Timothy Dunn <TDunn@blaney.com>

Sent: April 14, 2025 11:32 AM

To: Adrienne Ho <aho@airdberlis.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadisory.com' <ngoldstein@ksvadisory.com>; 'dsieradzki@ksvadisory.com' <dsieradzki@ksvadisory.com>; 'jwong@ksvadisory.com' <jwong@ksvadisory.com>; 'ben@sandgecko.ca' <ben@sandgecko.ca>

Subject: Re: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thanks Adrienne. I am making arrangements to have the drive delivered to Ben and will revert on timing.

Get [Outlook for iOS](#)

From: Adrienne Ho <aho@airdberlis.com>

Sent: Monday, April 14, 2025 11:28:49 AM

To: Timothy Dunn <TDunn@blaney.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; 'ngoldstein@ksvadisory.com' <ngoldstein@ksvadisory.com>; 'dsieradzki@ksvadisory.com' <dsieradzki@ksvadisory.com>; 'jwong@ksvadisory.com' <jwong@ksvadisory.com>; 'ben@sandgecko.ca' <ben@sandgecko.ca>

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Hi Tim,

I dropped off the hard drive on Friday. Can you please advise when we can pick up the hard drive with the information referenced in the email chain below.

Thank you.

Best Regards,

Adrienne Ho

Associate

T 416.637.7980

E aho@airdberlis.com

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From: Adrienne Ho

Sent: April 11, 2025 3:03 PM

To: Timothy Dunn <TDunn@blaney.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>;
ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; ben@sandgecko.ca

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Hi Tim,

Please find below a sharefile link where your client can upload documents:

<https://airdberlis.sharefile.com/i/i7d367d338e84b39a>

We will also be delivering to your office later today a 5TB hard drive, which your client can put documents on to.
Please let us when we can pick up the hard drive from your office.

Best Regards,

Adrienne Ho

Associate

T 416.637.7980

E aho@airdberlis.com

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From: Timothy Dunn <TDunn@blaney.com>
Sent: April 9, 2025 5:20 PM
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; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; ben@sandgecko.ca
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thanks Mark. I understand that Ben is putting together a sample package of information respecting the co-owner agreements and the related consents. The technical challenge is that a complete package is several terabytes in size and cannot be accommodated in DropBox. The sample package will permit the receiver to cross-reference the co-owner information previously provided with the actual ownership agreements and related consents. If the receiver can offer a data solution to the digital transfer challenge which Ben faces, he would be pleased to work cooperatively with the receiver to effect the subject transfer.

Regards, Tim.

Timothy Dunn
Partner
tdunn@blaney.com
☎ 416-597-4880 | ☎ 416-593-5148

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: Friday, April 4, 2025 2:54 PM
To: Timothy Dunn <TDunn@blaney.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; ben@sandgecko.ca
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim,

I am following-up to our March 28th exchange below, as we understood you would be providing an information package to the Receiver this week. Please provide an update.

Regards,

Mark

Mark van Zandvoort
Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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From: Timothy Dunn <TDunn@blaney.com>

Sent: March 28, 2025 12:53 PM

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; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; ben@sandgecko.ca

Subject: Re: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thanks Mark. I am hoping to be in a position to respond next week. Best regards, Tim.

Get [Outlook for iOS](#)

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

Sent: Friday, March 28, 2025 12:50:32 PM

To: Timothy Dunn <TDunn@blaney.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com <ngoldstein@ksvadvisory.com>; dsieradzki@ksvadvisory.com <dsieradzki@ksvadvisory.com>; jwong@ksvadvisory.com <jwong@ksvadvisory.com>; ben@sandgecko.ca <ben@sandgecko.ca>

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim,

We understand that you remain in the process of assembling information to provide to the Receiver. Please advise as to when the Receiver may expect to receive same from you, including in response to the request set out in our March 22 email below.

Thank you.

Best,

Mark

Mark van Zandvoort

Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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From: Mark van Zandvoort
Sent: March 24, 2025 10:23 AM
To: Timothy Dunn <TDunn@blaney.com>
Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; ben@sandgecko.ca
Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thank you.

Mark van Zandvoort

Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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From: Timothy Dunn <TDunn@blaney.com>
Sent: March 24, 2025 10:21 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; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com;

ben@sandgecko.ca

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Thanks Mark. I will enquire.

Timothy Dunn
Partner

tdunn@blaney.com

☎ 416-597-4880 | ☎ 416-593-5148

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

Sent: Saturday, March 22, 2025 11:44 AM

To: Timothy Dunn <TDunn@blaney.com>

Cc: Kyle Plunkett <kplunkett@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>; Calvin Horsten <chorsten@airdberlis.com>; ngoldstein@ksvadvisory.com; dsieradzki@ksvadvisory.com; jwong@ksvadvisory.com; ben@sandgecko.ca

Subject: RE: 2630306 Ontario Inc., TGP Canada Management Inc. and Ben Pilehver - Receivership of Clearview Garden Estates Inc. et. al. (CV-25-00736577-00CL)

Tim:

We understand that your clients may be in possession of some or all of the Co-Owner Information as defined in paragraph 8 of the [Appointment Order](#) (attached). Please confirm if your clients are in possession of any such Co-Owner Information, and if so, that you will provide it to us for the Receiver's review forthwith in accordance with paragraphs 5 to 8 of the Appointment Order.

We look forward to hearing from you.

Regards,

Mark van Zandvoort

Partner

T 416.865.4742

E mvanzandvoort@airdberlis.com

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APPENDIX NNNN

LAND
REGISTRY
OFFICE #66

10117-0574 (LT)

PAGE 1 OF 7
PREPARED FOR rmanea01
ON 2025/07/28 AT 12:13:45

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

PROPERTY DESCRIPTION: PARCEL 8-2, SECTION M525 PART LOT 8, PLAN 66M525, DESIGNATED AS PTS 1 TO 10, PLAN 66R7345; SUBJ TO AN EASE TO MENZIES- GIBSON LIMITED OVER SAID PTS 6, 7 & 10 ON PLAN 66R7345 AS LT610504 SUBJECT TO EASE OVER PTS 3 TO 7 66R7345 AS IN LT652144, LT550864 TWP OF YORK/NORTH YORK , CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1990/05/07

OWNERS' NAMES

ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH,
TORONTO

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<div><div>**EFFECTIVE 2000/07/29</div><div>**WAS REPLACED WITH THE</div><div>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND</div></div> <div>THE NOTATION OF THE "PIN CREATION DATE" OF 1990/05/07 ON THIS PIN**</div> <div>OF 1990/05/07**</div> <div>DELETED INSTRUMENTS SINCE 1990/01/26 **</div>						
LT550864	1953/12/10	TRANSFER EASEMENT	\$2	ERNADA PROPERTIES LIMITED	THE HYDRO-ELECTRIC COMMISSION OF THE TOWNSHIP OF NORTH YORK	C
LT652144	1957/07/12	TRANSFER EASEMENT			THE HYDRO ELECTRIC COMMISSION OF THE TOWNSHIP OF NORTH YORK	C
A457339	1974/10/08	NOTICE AGREEMENT				C
66BA726	1975/12/19	PLAN BOUNDRIES ACT				C
REMARKS: A528285/PLAN D312						
A779315	1979/07/06	NOTICE OF LEASE		*** COMPLETELY DELETED ***		
A980348	1982/04/01	NO SEC INTEREST		*** COMPLETELY DELETED ***		
C100739	1983/10/31	NO SEC INTEREST		*** COMPLETELY DELETED ***		
C551637	1989/03/21	TRANSFER		*** COMPLETELY DELETED ***	806670 ONTARIO LTD.	
C555449	1989/04/04	CHARGE		*** COMPLETELY DELETED ***	SUN LIFE ASSURANCE COMPANY OF CANADA	
C555450	1989/04/04	NOTICE		*** COMPLETELY DELETED ***		
REMARKS: C555449						
C572972	1989/06/09	CHARGE		*** COMPLETELY DELETED ***		
C632922	1990/03/01	DISCH OF CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	

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
	REMARKS: RE: C572972			THE TORONTO-DOMINION BANK		
C632923	1990/03/01	CHARGE		*** COMPLETELY DELETED *** 806670 ONTARIO LTD.	TODD, JOSEPH EDWIN	
C632924	1990/03/01	APL (GENERAL)		*** COMPLETELY DELETED *** 806670 ONTARIO LTD.	TODD, JOSEPH EDWIN	
	REMARKS: RENTS; C632923					
E288500	1999/10/29	TRANS POWER SALE		*** COMPLETELY DELETED *** SUN LIFE ASSURANCE COMPANY OF CANADA	FUHRMAN AUTOBODY LTD.	
	REMARKS: DELETED C551637, C555449, C555450, C632923, C632923					
E288501	1999/10/29	CHARGE		*** COMPLETELY DELETED *** FUHRMAN AUTOBODY LTD.	SUN LIFE ASSURANCE COMPANY OF CANADA	
E288502	1999/10/29	NOTICE		*** COMPLETELY DELETED *** FUHRMAN AUTOBODY LTD.	SUN LIFE ASSURANCE COMPANY OF CANADA	
	REMARKS: E288501 - RENTS					
E310680	2000/02/17	APL (GENERAL)		*** COMPLETELY DELETED *** FUHRMAN AUTOBODY LTD.		
	REMARKS: A779315 DELETED					
E311086	2000/02/18	CHARGE		*** COMPLETELY DELETED *** FUHRMAN AUTOBODY LTD.	NATIONAL BANK OF GREECE (CANADA)	
AT110690	2003/02/28	APL CH NAME OWNER		*** COMPLETELY DELETED *** FUHRMAN AUTOBODY LTD.	CANADIAN MANAGEMENT AND INCENTIVE GROUP INC.	
AT112024	2003/02/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF GREECE (CANADA)		
	REMARKS: RE: E311086					
AT112256	2003/02/28	TRANSFER	\$3,130,000	CANADIAN MANAGEMENT AND INCENTIVE GROUP INC.	ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	C
	REMARKS: PLANNING ACT STATEMENTS					
AT112299	2003/02/28	CHARGE		*** COMPLETELY DELETED *** ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	THE BANK OF NOVA SCOTIA	
AT112336	2003/02/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	THE BANK OF NOVA SCOTIA	
	REMARKS: RE: AT112299					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT112338	2003/02/28	NOTICE OF LEASE		*** COMPLETELY DELETED *** ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	CANADIAN MANAGEMENT AND INCENTIVE GROUP INC.	
AT112411	2003/02/28	NO ASSGN RENT SPEC		*** COMPLETELY DELETED *** ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	THE BANK OF NOVA SCOTIA	
AT142229	2003/04/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** SUN LIFE ASSURANCE COMPANY OF CANADA		
AT173633	2003/05/22	DIS NOTICE SEC INT		*** COMPLETELY DELETED ***	HSBC BANK CANADA	
AT827118	2005/06/10	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** FLYNN CANADA LTD.		
AT859512	2005/07/13	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** NASRY HABASH, C.O.B. AS HABASH ARCHITECT		
AT864880	2005/07/19	CERTIFICATE		*** COMPLETELY DELETED *** FLYNN CANADA LTD.	ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	
AT950409	2005/10/17	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	NASRY HABASH, C.O.B. AS HABASH ARCHITECT	
AT987833	2005/11/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	FLYNN CANADA LTD.	
AT1802052	2008/06/10	NOTICE		ST. GEORGE & ST. RUEISS COPTIC ORTHODOX CHURCH TORONTO	CANADIAN NATIONAL RAILWAY	C
AT1840858	2008/07/23	NOTICE	\$2	CITY OF TORONTO	ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	C
AT2308164	2010/02/19	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
AT2426930	2010/06/28	CHRG RELIGIOUS ORG		*** COMPLETELY DELETED *** ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	BANK OF MONTREAL	

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
AT2426931	2010/06/28	NO ASSGN RENT GEN		ST.GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO *** COMPLETELY DELETED *** ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO ST.GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	BANK OF MONTREAL	
		REMARKS: AT2426930				
AT2530523	2010/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
		REMARKS: AT112299.				
AT2544640	2010/11/04	APL (GENERAL)		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA	ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	
		REMARKS: DELETE AT112411				
AT2863546	2011/11/07	NOTICE		*** COMPLETELY DELETED *** ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	BANK OF MONTREAL	
		REMARKS: AT2426930				
AT2870222	2011/11/15	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CROWLE FITTINGS & SUPPLY LTD		
AT2889513	2011/12/06	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** DIGIOVANNI, MASSIMO		
AT2896480	2011/12/14	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	MADY CONTRACT DIVISION LTD.	
		REMARKS: VACATE AT2870222				
AT2896493	2011/12/14	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	MADY CONTRACT DIVISION LTD.	
		REMARKS: AT2889513				
AT2905595	2011/12/23	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** TOTALSITEWORKS CONSTRUCTION CORPORATION		
AT2925584	2012/01/20	APL AMEND ORDER		*** COMPLETELY DELETED *** SUPERIOR COURTOF JUSTICE	MADY CONTRACT DIVISON LTD.	
		REMARKS: DELETE AT2905595				
AT2938816	2012/02/03	CERTIFICATE		*** COMPLETELY DELETED *** TOTALSITEWORKS CONSTRUCTION CORPORATION		
		REMARKS: AT2905595				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2948558	2012/02/17	APL AMEND ORDER		*** COMPLETELY DELETED *** SUPERIOR COURT OF JUSTICE	MADY CONTRACT DIVISION LTD.	
AT3135940	2012/09/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SECROFT METAL PRODUCTS LTD.		
AT3154257	2012/10/17	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** GROUP MECHANICAL INC.		
AT3155885	2012/10/19	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CAPITAL DRYWALL SYSTEMS LTD.		
AT3155886	2012/10/19	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CAPITAL DRYWALL SYSTEMS LTD.		
AT3158102	2012/10/23	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** 4361814 CANADA INC.		
AT3162010	2012/10/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** JOHNSON CONTROLS CANADA LP JOHNSON CONTROLS BE LTD.		
AT3165696	2012/10/31	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** GYM-CON LTD.		
AT3165856	2012/10/31	CERTIFICATE		*** COMPLETELY DELETED *** SECROFT METAL PRODUCTS LTD.		
REMARKS: AT3135940						
AT3180394	2012/11/21	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** GLASSCELL ISOFAB INC.	SCHWARTZ LEVITSKY FELDMAN TRUSTEE IN BANKRUPTCY FOR GROUP MECHANICAL INC., A BANKRUPT ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	
AT3184979	2012/11/28	CERTIFICATE		*** COMPLETELY DELETED *** 4361814 CANADA INC.		
REMARKS: AT3158102						
AT3190357	2012/12/04	CERTIFICATE		*** COMPLETELY DELETED *** SCHWARTZ LEVITSKY FELDMAN INC.		
REMARKS: AT3154257						
AT3190375	2012/12/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** GLASSCELL ISOFAB INC.		
REMARKS: AT3180394.						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT3196113	2012/12/12	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** CAPITAL DRYWALL SYSTEMS LTD.		
		REMARKS: AT3155885.				
AT3196114	2012/12/12	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** CAPITAL DRYWALL SYSTEMS LTD.		
		REMARKS: AT3155886.				
AT3199186	2012/12/14	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MADY CONTRACT DIVISION LTD.		
		REMARKS: AT3154257. VACATE AT3190357				
AT3199194	2012/12/14	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MADY CONTRACT DIVISION LTD.		
		REMARKS: AT3135940. AT3165856				
AT3199205	2012/12/14	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MADY CONTRACT DIVISION LTD		
		REMARKS: AT3158102. AT3184979				
AT3199212	2012/12/14	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MADY CONTRACT DIVISION LTD.		
		REMARKS: AT3162010.				
AT3199662	2012/12/17	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** GYM-CON LTD.		
		REMARKS: AT3165696.				
AT3280365	2013/04/19	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SECROFT METAL PRODUCTS LTD.		
AT3312626	2013/05/31	CERTIFICATE		*** COMPLETELY DELETED *** SECROFT METAL PRODUCTS LTD.		
		REMARKS: AT3280365				
AT3345202	2013/07/08	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** SECROFT METAL PRODUCTS LTD.		
		REMARKS: AT3280365.				
AT3506155	2014/01/27	CHRG RELIGIOUS ORG		*** COMPLETELY DELETED *** ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	BANK OF MONTREAL	
AT3506156	2014/01/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	BANK OF MONTREAL	
AT3514241	2014/02/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
AT6249176	2022/12/15	APL (GENERAL)		*** COMPLETELY DELETED *** ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO		
AT6251231	2022/12/19	CHARGE	\$19,200,000	ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	THE BANK OF NOVA SCOTIA	C
AT6251232	2022/12/19	NO ASSGN RENT GEN		ST. GEORGE AND ST. RUEISS COPTIC ORTHODOX CHURCH, TORONTO	THE BANK OF NOVA SCOTIA	C
AT6266103	2023/01/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		

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APPENDIX 0000


PROMISSORY NOTE

DATE OF ISSUE: September 12, 2024


FOR VALUE RECEIVED, and in accordance with the terms outlined in the Share Purchase Agreement between the parties, the undersigned, **TGP Canada Management Inc.**, hereby agrees to assume and pay the outstanding mortgages in the name of **Pauline Hoffner** and **Randy Hoffner** related to the properties located at **6211 Colonel Talbot Road, London**, with an approximate total value of **Seven Hundred Thousand Six Hundred Ninety Dollars and Forty-One Cents (CAD \$700,690.41)**

This Note is issued as part of the Share Purchase Agreement dated September 12, 2024, between the parties.

Payee: **Randy Hoffner (payable to Olympia Trust Company)**

By: 
2A5678G472D14EA...
Date: 9/12/2024

Payor: **TGP Canada Management Inc.**

By: 
90745ED92A924C4...

Name: **Behzad Pilehver**

Title: **Authorized Representative**

Date: 9/12/2024

APPENDIX PPPP

PROPERTY DESCRIPTION: PT LT 6, CON 3 NAS , PTS 1 & 3, 20R9719, S/T 851703; MILTON/NAS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1997/01/27

OWNERS' NAMES

HOFFNER, RANDY

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1997/01/27 ON THIS PIN			
WAS REPLACED WITH THE		"PIN CREATION DATE" OF 1997/01/27				
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1997/01/24 **				
**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: 1997/01/27 **					
20R9719	1989/12/07	PLAN REFERENCE				C
844828	1995/10/20	CHARGE		*** COMPLETELY DELETED ***	NORTH AMERICAN TRUST COMPANY	
844829	1995/10/20	NOTICE		*** COMPLETELY DELETED ***		
844835	1995/10/20	ASSIGNMENT LEASE		*** COMPLETELY DELETED ***		
REMARKS: 844829						
851703	1996/05/10	TRANSFER		*** COMPLETELY DELETED ***	GOSLING, FRANK	
856523	1996/11/06	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***	LAURENTIAN BANK OF CANADA	
REMARKS: 844828						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
856524	1996/11/06	ASSIGNMENT LEASE		*** COMPLETELY DELETED ***		
REMARKS: 844829						
856525	1996/11/06	AGREEMENT		*** COMPLETELY DELETED ***		
REMARKS: 844828						
HR97022	2002/01/24	CHARGE		*** COMPLETELY DELETED *** GOSLING, FRANK	LAURENTIAN BANK OF CANADA	
HR173351	2003/01/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA		
REMARKS: RE: HR97022						
HR227828	2003/09/16	CHARGE		*** COMPLETELY DELETED *** GOSLING, FRANK	THE TORONTO-DOMINION BANK	
HR246951	2003/11/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA		
REMARKS: RE: 844828						
HR246952	2003/11/28	APL (GENERAL)		*** COMPLETELY DELETED *** GOSLING, FRANK GOSLING, JAYNNE ELIZABETH		
REMARKS: DELETE 844829						
HR247049	2003/11/28	TRANSFER		*** COMPLETELY DELETED *** GOSLING, FRANK	TSI ASSET MANAGEMENT CANADA INC.	
REMARKS: PLANNING ACT STATEMENTS						
HR247081	2003/11/28	APL (GENERAL)		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA	TSI ASSET MANAGEMENT CANADA INC.	
REMARKS: DELETE 844835 & 856524						
HR259167	2004/01/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: RE: HR227828						
HR284315	2004/05/11	APL CH NAME OWNER		*** COMPLETELY DELETED *** TSI ASSET MANAGEMENT CANADA INC.	TSI INTERNATIONAL CANADA INC.	
HR372715	2005/04/28	CHARGE		*** COMPLETELY DELETED *** TSI INTERNATIONAL CANADA INC.	MCAP SERVICE CORPORATION	
HR673334	2008/06/20	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				MCAP SERVICE CORPORATION		
HR1021031	2012/05/31	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** ONTARIO HIGH TENSILE FENCING CO.		
HR1790601	2021/05/14	TRANSFER		TSI INTERNATIONAL CANADA INC.	HOFFNER, RANDY	C
HR1790646	2021/05/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** HOFFNER, RANDY		
HR1791282	2021/05/18	CHARGE	\$1,335,750	HOFFNER, RANDY	CANADIAN IMPERIAL BANK OF COMMERCE	C
HR2083651	2025/02/05	CHARGE	\$360,000	HOFFNER, RANDY	COMPUTERSHARE TRUST COMPANY OF CANADA	C
HR2083652	2025/02/05	NO ASSGN RENT GEN		HOFFNER, RANDY	COMPUTERSHARE TRUST COMPANY OF CANADA	C
HR2107930	2025/05/30	DISCH OF CHARGE		COMPUTERSHARE TRUST COMPANY OF CANADA		

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APPENDIX QQQQ

From: Adrienne Ho
Sent: June 27, 2025 1:56 PM
To: rrspmortgageinfo@olympiatrust.com; johnsons@olympiatrust.com
Cc: Noah Goldstein; David Sieradzki; Tony Trifunovic; Jordan Wong (jwong@ksvadvisory.com); Calvin Horsten; Kyle Plunkett; Mark van Zandvoort
Subject: Mizue Fukiage et al. v. Clearview Garden Estates Inc. et al - Court File No. CV-25-00736577-00CL
Attachments: 2025 06 27 Letter to Olympia Trust(64957708.1).pdf

Good afternoon,

We are the lawyers to KSV Restructuring Inc., in its capacity as the court-appointed receiver (the “**Receiver**”) in the above noted proceeding.

Please see the attached correspondence.

Best Regards,

Adrienne Ho
Associate

T 416.637.7980
F 416.863.1515
E aho@airdberlis.com

Aird & Berlis LLP | Lawyers
Toronto | Vancouver

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, ON M5J 2T9 | airdberlis.com



Aird & Berlis LLP operates as a multi-disciplinary practice.

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Mark van Zandvoort
Direct: 416.865.4742
E-mail: mvanzandvoort@airdberlis.com

June 27, 2025

DELIVERED VIA REGISTERED MAIL AND EMAIL (rrspmortgageinfo@olympiustrust.com & johnsons@olympiustrust.com)

OLYMPIA TRUST COMPANY

PO Box 2581, STN Central
Calgary, Alberta T2P 1C8
Attention: Samantha Johnson

Dear Ms. Johnson,

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

We are the lawyers to KSV Restructuring Inc., in its capacity as the court-appointed receiver (the “**Receiver**”) in the above noted proceeding.

Pursuant to paragraph 3(a) of the Order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List) dated March 6, 2025 (the “**Receivership Proceedings**”), the Receiver was appointed over all assets, undertakings and personally property of, among other entities, London Valley IV Inc. (“**LV IV**”). A copy of the [Appointment Order](#) is enclosed.

Receiver’s Information Request

Pursuant to the Appointment Order, including paragraphs 4(r) and 6 thereof, the Receiver is hereby requesting from Olympia Trust Company (“**Olympia**”) copies of loan, security and repayment documentation related to the collateral mortgage which was previously registered in favour of Olympia in the amount of \$700,000 over the LV IV Property, Falgarwood Property and Maplehurst Property (as defined below).

Further details are set out below.

The Olympia Charge Subject of the Receiver’s Information Request

LV IV was previously the registered owner of the property municipally known as 6211 Colonel Talbot Road, London, Ontario and legally described under PIN 08211-0150 (the “**LV IV Property**”).

On or about December 6, 2023, a collateral mortgage in favour of Olympia in the amount of \$700,000 (the “**Olympia Charge**”) was registered against each of:

- i. the LV IV Property, which was then owned by LV IV, pursuant to Instrument ER1556782;
- ii. a property municipally known as 1264 Falgarwood Drive, Oakville (PIN 24888-0109) (the “**Falgarwood Property**”), then owned by Randy Hoffner, pursuant to Instrument HR2004709; and
- iii. a property municipally known as 601 Maplehurst Ave, Oakville, Ontario (PIN 24847-0084) (the “**Maplehurst Property**”), then owned by Randy Hoffner, pursuant to Instrument HR2004709.

Copies of both of the above referenced instruments are enclosed.

At the time of registration of the Olympia Charge, Randy Hoffner was a director of LV IV.

The Olympia Charge, enclosed, specifically states the following:

The within charge is a registered mortgage against the property municipally known as 601 Maplehurst Ave, Oakville, Ontario (PIN 24847- 0084 registered owner, Randy Hoffner) and is registered as a collateral mortgage against the properties municipally known as 6211 Colonel Talbot, London, Ontario (08211-0150 registered owner, LONDON VALLEY IV INC.) and 1264 Falgarwood Dr, Oakville, ON (24888-0109 registered owner, Randy Hoffner). Payment or default against or in respect of one of the charges shall constitute payment or default, as the case may be, against the principal charge and all other collateral charges.

Based on title searches, the Receiver understands that:

- i. On August 16, 2024, the Falgarwood Property was sold.
- ii. On February 5, 2025, the LV IV Property was transferred to a new owner, and the Olympia Charge was discharged from title to the LV IV Property on the same date; and
- iii. On February 11, 2025, the Olympia Charge was discharged from the Maplehurst Property.

Summary

On behalf of the Receiver, we ask that you provide us with the loan, security, and repayment documentation related to the Olympia Charge which was registered against each of the LV Property, the Falgarwood Property and the Maplehurst Property.

We kindly ask that you provide the foregoing information and documentation by July 7, 2025.

Yours truly,



Mark van Zandvoort
MZ/ah
Encl.

cc. *Kyle Plunkett, Adrienne Ho and Calvin Horsten, Aird & Berlis LLP*
Noah Goldstein, David Sieradzki, Jordan Wong and Tony Trifunovic, KSV Restructuring Inc.



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

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

THE HONOURABLE

)

THURSDAY, THE 6TH

JUSTICE STEELE

)

DAY OF MARCH, 2025

)

BETWEEN:

**MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI
KYOHODO CO., LTD. AND TORU FUKIAGE**

Applicants

- and -

**CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA
ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC.,
LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC.,
FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT
INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV
CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III
CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V
CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS CAPITAL MANAGEMENT
INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 101 OF THE *COURTS OF
JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED AND RULES 14.05(2) AND (3) OF
THE *RULES OF CIVIL PROCEDURE*, R.R.O. 1990, REG. 194, AS AMENDED**

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the "**Applicants**") for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") and Rules 14.05(2) and (3) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended (the "**Rules of Civil Procedure**"), among other things, appointing KSV Restructuring Inc. ("**KSV**") as receiver and manager (in such capacities, the "**Receiver**") of the Property (as defined below), was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Application Record of the Applicants, including the affidavit of Akiko Kobayashi sworn February 27, 2025 and the Exhibits thereto (the "**Kobayashi Affidavit**"), and the affidavit of Lorraine Klemens sworn February 28, 2025 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicants, the proposed Receiver and such other parties listed on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service sworn and filed, and on reading the consent of KSV to act as the Receiver,

SERVICE AND DEFINITIONS

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

APPOINTMENT

3. THIS COURT ORDERS that pursuant to section 101 of the CJA, KSV is hereby appointed Receiver, without security, of:
 - (a) all of the assets, undertakings and personal property of Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. (collectively, the "**Nominee Respondents**" and each, a "**Nominee Respondent**") and 2533430 Ontario Inc. acquired for, or used in relation to a business carried on by the Nominee Respondents (or any one of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the real property municipally and legally described in Schedule "A" hereto and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the "**Nominee Property**");

- (b) all of the monies paid or invested or caused to be paid or invested by the Co-Owners of any of the real property previously or currently owned by any of the Nominee Respondents or 2533430 Ontario Inc. into or intended for one or more segregated accounts known as the "Concept Planning Fund" for the purposes of defraying costs, expenses and fees to be incurred in connection with the applicable real property pursuant to one or more Co-Owners Agreements (collectively, the "**Concept Planning Funds**"), as determined by the Receiver;
- (c) all of the income derived in any way from the ownership, operation, use, leasing, financing, refinancing, sale of, development and/or any other dealing whatsoever with any of the real property previously or currently owned by any of the Nominee Respondents or 2533430 Ontario Inc., including, without limiting the generality of the foregoing, the real property municipally and legally described in Schedule "B" hereto (collectively with the Concept Planning Funds, the "**Segregated Funds**"), provided that such Segregated Funds shall not include any income derived from the real property municipally and legally described in Schedule "B" hereto by any arm's length purchaser of such property after the date of the applicable property's sale to such purchaser; and
- (d) all of the assets, undertakings and personal property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., and Fort Erie Hills Capital Management Inc. (collectively the "**Operator Respondents**" and each, an "**Operator Respondent**", and together with the Nominee Respondents and 2533430 Ontario Inc., the "**Respondents**" and each, a "**Respondent**") used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property and the Segregated Funds, the "**Property**").

RECEIVER'S POWERS

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including, without limitation, all proceeds in any bank accounts or trust accounts (including any account in the name of any of the Operator Respondents and any lawyer's trust account) in the name, or for the benefit, of any of the Respondents and any Property held in the name of any third party but beneficially owned by any of the Respondents;
 - (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate, and carry on the business of the Respondents (or any one of them), in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business in connection with the Property, or cease to perform or disclaim any contracts of any of the Respondents, provided that the Receiver shall not disclaim any agreement of purchase and sale related to the real property municipally and legally described in Schedule "A" hereto without further Order of this Court on notice to the service list in these proceedings;
 - (d) to engage managers, contractors, subcontractors, trades, consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and

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

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

- (j) to review, investigate, and report to this Court on: (i) all payments, receipts, disbursements, accounts payable, conveyances, transfers, preferences, transactions and other arrangements between or among any of the Respondents and other Persons, including, without limitation, other companies and entities that are affiliates of any of the Respondents, that appear to the Receiver to be out of the ordinary course of business; and (ii) the respective interests, rights and priorities of any of the Respondents' creditors and other Persons in, in and to, and in respect of the Property or any part thereof. All Persons shall be required to provide any and all information and documents related to the Respondents and/or the Property requested by the Receiver in connection with any such review and investigation;
- (k) for greater certainty, notwithstanding the First Global Injunction, to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) for greater certainty, notwithstanding the First Global Injunction, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under Part V of the *Personal Property Security Act*, R.S.O. 1990, c. P. 10, as amended or section 31 of the *Mortgages Act*, R.S.O. 1990, c. M. 40, as amended, as the case may be, shall not be required;
- (m) for greater certainty, notwithstanding the First Global Injunction, to apply for any vesting order or other orders necessary to convey the Property or any part or parts

thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (n) to report to, meet with and discuss with such affected Persons as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including, without limitation, the real property municipally and legally described in Schedule "A" hereto;
- (p) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of any of the Respondents and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result of such permits, licenses, approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the Respondents;
- (r) to undertake any investigations deemed appropriate by the Receiver with respect to: (i) the location and/or disposition of assets reasonably believed to be, or to have been, Property; and (ii) any ownership interest, claim, lien, charge, security interest or encumbrance asserted, filed or registered, as applicable, against the Property or any part thereof;
- (s) to examine under oath any Person the Receiver reasonably considers to have knowledge of the affairs of the Respondents (or any one of them) or the Property

or any part thereof, including, without limitation, any present or former director, officer, employee or shareholder of the Respondents (or any one of them);

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

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including each of the Respondents, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) each of the Respondents, (ii) all of the Respondents' current and former directors, officers, employees, agents, accountants, legal counsel, shareholders and affiliates, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other

entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information and cloud-based data of any kind related to the business or affairs of any of the Respondents or the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph 7, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and

providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

13. THIS COURT ORDERS that no Proceeding, including for greater certainty, the proceedings before the Ontario Superior Court of Justice styled as *Trans Global Partners Limited et al. v. First Global Financial Corp. et al.*, bearing Court File No. CV-24-00087580-0000 (the "**Hamilton Proceedings**"), against or in respect of any of the Respondents or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of any of the Respondents or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. THIS COURT ORDERS that all rights and remedies against the Respondents, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and further provided that nothing in this paragraph 14 shall: (i) empower the Receiver or any of the Respondents to

carry on any business which the Respondents are not lawfully entitled to carry on; (ii) exempt the Receiver or any of the Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

16. THIS COURT ORDERS that all Persons having oral or written agreements with any of the Respondents or contractual, statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, accounting services, centralized banking services, payroll services, insurance, transportation services, utility or other services to any of the Respondents are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of any of the Respondents' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of each of the Respondents or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

17. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order

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

EMPLOYEES

18. THIS COURT ORDERS that all employees of the Respondents shall remain the employees of the applicable Respondent until such time as the Receiver, on the applicable Respondent's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1, as amended.

PIPEDA

19. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by each of the Respondents, and shall

return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, as amended, the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended, or the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, and regulations thereunder (collectively, the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

21. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1, as amended. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

22. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
23. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
24. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

25. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of

the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

26. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
27. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
28. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further Order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

NORWICH ORDER

29. THIS COURT ORDERS that the Toronto Dominion Bank shall forthwith disclose and produce to the Applicants and the Receiver copies of:
 - (a) bank account statements;
 - (b) instruments (including deposits, withdrawals and transfers); and
 - (c) other documents (including but not limited to files, papers, records, notes, correspondence, memoranda, communications and other records) pertaining to the identity of any person who instructed the Toronto Dominion Bank to conduct any payments or transfers to account holders or third parties, the identity of the payees and particulars of the instruments and transactions,

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

30. THIS COURT ORDERS that the disclosure ordered in paragraph 29 above shall include, but not be limited to, the account number(s) to which the Sale Proceeds were sent from the Hundal Account, and if known, the identity of the recipient(s) of those funds.
31. THIS COURT ORDERS that the Toronto Dominion Bank shall provide the records pursuant to this Order as soon as reasonably practicable.
32. THIS COURT ORDERS that the Applicants shall pay the reasonable costs incurred by the Toronto Dominion Bank in complying with this Order.
33. THIS COURT ORDERS that:
 - (a) the information produced by Toronto Dominion Bank to the Applicants with respect to the Hundal Account shall not be disclosed to any person or entity that is not a party to this application, other than the Receiver. Notwithstanding the foregoing, the details of any transactions related to the Sale Proceeds (whether direct or indirect) (the "**Relevant Information**") may be disclosed. If the Applicants or the Receiver publicly file with the court in any manner or in any proceeding any of the documents produced by Toronto Dominion with respect to the Hundal Account, including as an exhibit at trial or on a motion, all information except for the Relevant Information shall be redacted or the party seeking to file the document shall seek a sealing order on notice to Parminder Hundal; and
 - (b) the Deemed Undertaking Rule does not apply to the documents and information obtained by the Applicants and the Receiver in furtherance of paragraphs 29-30 of this Order such that the Applicants and the Receiver may use the documents

obtained from paragraphs 29-30 of this Order (with redactions to protect confidential information pertaining to third parties unrelated to the Sale Proceeds, if applicable, including in accordance with paragraph 33(a) of this Order) in order to commence a Proceeding against other third parties as appropriate with respect to the matters and facts as described in the Application Record filed by the Applicants on the within application.

SERVICE AND NOTICE

34. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://www.ksvadvisory.com/experience/case/clearviewgarden> (the "**Receiver's Website**").
35. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to any of the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

36. THIS COURT ORDERS that notice of the appointment of the Receiver shall be provided to all of the Co-Owners by: (i) the Receiver sending a letter to each of the Co-Owners at the address provided pursuant to paragraph 8 of this Order, advising of such appointment as soon as practicable following the date hereof; and (ii) the posting of such appointment on the Receiver's Website.
37. THIS COURT ORDERS that the Applicants, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

GENERAL

38. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
39. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents (or any one of them).
40. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this

Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

42. THIS COURT ORDERS that the Applicants shall have their costs of this Application, up to and including entry and service of this Order on a substantial indemnity basis to be paid by the Receiver from the net realizations from the Property with the same priority as, and as secured by, the Receiver's Borrowings Charge.
43. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
44. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

Jana
Steele

Digitally signed
by Jana Steele
Date: 2025.03.07
11:53:23 -05'00'

SCHEDULE "A"
REAL PROPERTY

1. London Valley Inc.

Municipal Description: 5318 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0183 (LT)

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

2. London Valley II Inc.

Municipal Description: 6172 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0207 (LT)

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

3. 2533430 Ontario Inc.

Municipal Description: Unavailable

Legal Description:

PIN 08207-0222 (LT)

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

4. London Valley V Inc.

Municipal Description: Wonderland Road. S, London, Ontario

Legal Description:

PIN 08207-0153 (LT)

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

5. Talbot Crossing Inc.

Municipal Description: 5980 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0053 (LT)

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

SCHEDULE "B"
SOLD REAL PROPERTY

1. Clearview Garden Estates Inc.

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

Legal Description:

PIN 58239-0014 (LT)

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

PIN 58239-0014 (LT)

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

PIN 58239-0014 (LT)

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

2. London Valley IV Inc.

Municipal Description: 6211 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08211-0150 (LT)

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

3. Fort Erie Hills Inc.

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

Legal Description:

PIN 64233-0064 (LT)

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

4. Niagara Estates of Chippawa II Inc.

Municipal Description: 5559 Sodom Road, Niagara Falls, Ontario

Legal Description:

PIN 64254-0015 (LT)

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

5. 2533430 Ontario Inc.

Municipal Description: 6188 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0216 (LT)

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

SCHEDULE "C"
RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver and manager (the "**Receiver**") of all of (i) the assets, undertakings and personal property of Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. (collectively, the "**Nominee Respondents**") and 2533430 Ontario Inc. acquired for, or used in relation to a business carried on by the Nominee Respondents (or any one of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the real property legally described in Schedule "A" to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated March 6, 2025 (the "**Order**") made in an application having Court File Number CV-25-00736577-00CL, and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the "**Nominee Property**"), and (ii) the Segregated Funds and all of the assets, undertakings and personal property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., and Fort Erie Hills Capital Management Inc. used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property, the "**Property**"), has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.¹

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**][**monthly not in advance on the _____ day**]

¹ Capitalized terms used in this certificate and not otherwise defined herein have the meaning ascribed to them in the Order or the Affidavit of Akiko Kobayashi sworn February 27, 2025, as applicable.

of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

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

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

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

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

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

DATED the _____ day of _____, 202_.

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

Per: _____
Name:
Title:

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED AND RULES 14.05(2) AND (3) OF THE *RULES OF CIVIL PROCEDURE*, R.R.O. 1990, REG. 194, AS AMENDED

**MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI
FUKIAGE, KOBAYASHI KYOHODO CO., LTD. AND
TORU FUKIAGE**

**and CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC.,
NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC.,
LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON
VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC.,
2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-
TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV
CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC.,
LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT
INC., LV V CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS
CAPITAL MANAGEMENT INC.**

Applicants

Respondents

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

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

Proceedings commenced in Toronto

APPOINTING ORDER

BENNETT JONES LLP

One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4

Amanda McLachlan (LSO# 58365O)

Tel: (416) 777-5393

Email: mclachlana@bennettjones.com

Mike Shakra (LSO#: 64604K)

Tel: (416) 777-6236

Email: shakram@bennettjones.com

Joshua Foster (LSO# 79447K)

Tel: (416) 777-7906

Email: fosterj@bennettjones.com

Lawyers for the Applicants

Properties				
PIN	08211 - 0150	LT	Interest/Estate	Fee Simple
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			
Address	6211 COLONEL TALBOT ROAD LONDON			

Chargor(s)	
The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.	
Name	LONDON VALLEY IV INC.
Address for Service	212 Brookfield Avenue, Burlington, ON L7N 1T8
A person or persons with authority to bind the corporation has/have consented to the registration of this document.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	OLYMPIA TRUST COMPANY	
Address for Service	PO Box 2581, STN Central Calgary, Alberta T2P 1C8	

Provisions			
Principal	\$700,000.00	Currency	Cdn\$
Calculation Period	monthly not in advance		
Balance Due Date	2024/11/27		
Interest Rate	12.0%		
Payments	\$7,000.00		
Interest Adjustment Date	2023 11 27		
Payment Date	27th day of each and every month		
First Payment Date	2023 12 27		
Last Payment Date	2024 11 27		
Standard Charge Terms	200433		
Insurance Amount	Full insurable value		
Guarantor	Randy Hoffner		

Additional Provisions	
The within charge is a registered mortgage against the property municipally known as 601 Maplehurst Ave, Oakville, Ontario (PIN 24847-0084 registered owner, Randy Hoffner) and is registered as a collateral mortgage against the properties municipally known as 6211 Colonel Talbot, London, Ontario (08211-0150 registered owner, LONDON VALLEY IV INC.) and 1264 Falgarwood Dr, Oakville, ON (24888-0109 registered owner, Randy Hoffner). Payment or default against or in respect of one of the charges shall constitute payment or default, as the case may be, against the principal charge and all other collateral charges.	

Signed By				
Christine E. Imhoff		436 Aberdeen Avenue Hamilton L8P 2S2	acting for Chargor(s)	Signed 2023 11 28
Tel	905-528-1528			
Fax	905-528-8869			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By			
FRANK M RASO LAW OFFICE	436 Aberdeen Avenue Hamilton L8P 2S2		2023 12 06
Tel	905-528-1528		
Fax	905-528-8869		

Fees/Taxes/Payment

Statutory Registration Fee	\$69.95
Total Paid	\$69.95

File Number

Chargee Client File Number :

23-186

Properties				
PIN	24847 - 0084	LT	Interest/Estate	Fee Simple
Description	PT LT 41, PL 350 , AS IN 745783 ; OAKVILLE			
Address	601 MAPLEHURST AVE OAKVILLE			
PIN	24888 - 0109	LT	Interest/Estate	Fee Simple
Description	PCL 228-1, SEC M54 ; LT 228, PL M54 ; OAKVILLE			
Address	1264 FALGARWOOD DR OAKVILLE			

Chargor(s)	
The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.	
Name	HOFFNER, RANDY
Address for Service	212 Brookfield Avenue, Burlington, ON L7N 1T8
I am at least 18 years of age.	
The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	OLYMPIA TRUST COMPANY	
Address for Service	PO Box 2581, STN Central Calgary, Alberta T2P 1C8	

Provisions			
Principal	\$700,000.00	Currency	Cdn\$
Calculation Period	monthly not in advance		
Balance Due Date	2024/11/27		
Interest Rate	12.0%		
Payments	\$7,000.00		
Interest Adjustment Date	2023 11 27		
Payment Date	27th day of each and every month		
First Payment Date	2023 12 27		
Last Payment Date	2024 11 27		
Standard Charge Terms	200433		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions	
The within charge is a registered mortgage against the property municipally known as 601 Maplehurst Ave, Oakville, Ontario (PIN 24847-0084 registered owner, Randy Hoffner) and is registered as a collateral mortgage against the properties municipally known as 6211 Colonel Talbot, London, Ontario (08211-0150 registered owner, LONDON VALLEY IV INC.) and 1264 Falgarwood Dr, Oakville, ON (24888-0109 registered owner, Randy Hoffner). Payment or default against or in respect of one of the charges shall constitute payment or default, as the case may be, against the principal charge and all other collateral charges.	

Signed By				
Christine E. Imhoff		436 Aberdeen Avenue Hamilton L8P 2S2	acting for Chargor(s)	Signed 2023 11 28
Tel	905-528-1528			
Fax	905-528-8869			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By

FRANK M RASO LAW OFFICE

436 Aberdeen Avenue
Hamilton
L8P 2S2

2023 12 06

Tel 905-528-1528

Fax 905-528-8869

Fees/Taxes/Payment

Statutory Registration Fee

\$69.95

Total Paid

\$69.95

File Number

Chargee Client File Number :

23-186

From: Samantha Johnson <johnsons@olympiatruster.com>
Sent: July 4, 2025 3:56 PM
To: Adrienne Ho
Cc: Noah Goldstein; David Sieradzki; Tony Trifunovic; Jordan Wong (jwong@ksvadvisory.com); Calvin Horsten; Kyle Plunkett; Mark van Zandvoort
Subject: RE: Mizue Fukiage et al. v. Clearview Garden Estates Inc. et al - Court File No. CV-25-00736577-00CL
Attachments: Renewal Agreement.pdf; Payout Request Letter.pdf; November 2023- Funding Letter.pdf; MPA-CIBC.pdf; Borrower's VOID Cheque.pdf; Payout Statement.pdf; Wire Confirmation- Payout.jpg; Payout Confirmation.jpg

Good Afternoon Adrienne,

I have received your request of June 27th relating to the above noted matter. Please note that Olympia Trust Company ("Olympia") is a Registered Plans Trustee for our self-directed clients. As such, Olympia held the Mortgage in trust for our clients, the beneficial owners of the Mortgage. Olympia does not employ underwrites or legal representatives and, as such, has not written the mortgage for the Mortgagor(s) or Mortgagee(s). Olympia is the administrator of the Registered Plan(s) in which the mortgage was held.

As the mortgage is not underwritten by Olympia, but rather qualified for the purposes of being held in the Registered Plan, I am able to provide you with the following:

1. November 2023 Funding Letter;
2. Mortgage Payment Authorization Form and VOID cheque;
3. October 30, 2024 Renewal Agreement;
4. January 25, 2025 Payout Request received from Parminder Hundal Law Professional Corp.
5. Olympia Payout Statements;
6. Confirmation of Wired Funds Received from the lawyer;

Based on a review of our file, it appears that although the mortgage was registered against the Colonel, Falgarwood and Maplehurst properties at the time of funding, a partial discharge for 1264 Falgarwood was provided in August of 2024. No funds were received by Olympia in exchange for the Partial discharge that was approved by our clients and provided. The Mortgage remained secured against 6211 Colonel and 601 Maplehurst until February of 2025 when payout of the Mortgage occurred.

I trust you will find the enclosed to be in order. Should you have any questions or require anything further, please let me know.

Kind Regards,



Samantha Johnson

Manager, Mortgage Legal - Mortgages
Investment Account Services

P: 403 770 4098 TF: 1 877 565 0001
W: ias.olympiatruster.com

From: Adrienne Ho <aho@airdberlis.com>

Sent: Friday, June 27, 2025 11:56 AM

To: rrspmortgageinfo@olympiustrust.com; Samantha Johnson <johnsons@olympiustrust.com>

Cc: Noah Goldstein <ngoldstein@ksvadvisory.com>; David Sieradzki <dsieradzki@ksvadvisory.com>; Tony Trifunovic <ttrifunovic@ksvadvisory.com>; Jordan Wong (jwong@ksvadvisory.com) <jwong@ksvadvisory.com>; Calvin Horsten <chorsten@airdberlis.com>; Kyle Plunkett <kplunkett@airdberlis.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>

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

CAUTION! This is an external email. Do not click links or open attachments unless you trust the sender and are expecting the message

Good afternoon,

We are the lawyers to KSV Restructuring Inc., in its capacity as the court-appointed receiver (the “**Receiver**”) in the above noted proceeding.

Please see the attached correspondence.

Best Regards,

Adrienne Ho
Associate

T 416.637.7980

F 416.863.1515

E aho@airdberlis.com

Aird & Berlis LLP | Lawyers
Toronto | Vancouver

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, ON M5J 2T9 | airdberlis.com



Aird & Berlis LLP operates as a multi-disciplinary practice.

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CIBC IMPERIAL
SERVICE

Account Information

Set up your direct deposits and pre-authorized payments easily and conveniently.

Print, sign and submit this form as follows:

Direct Deposit: receive your payroll or other deposits into your account. Complete and submit this form to your employer or the company depositing the payment into your account.

Pre-authorized Payment: automatically pay your bills from your account. Complete and submit this form to your billing company to allow them to take the payment from your account.

Your Information

Name: RANDY HOFFNER
Address: 212 BROOKFIELD AVE
BURLINGTON ON
L7N 1T8

Direct Deposit Information

Transit: 05162
Institution Number: 010
Account Number: [REDACTED]

Void Cheque

RANDY HOFFNER 212 BROOKFIELD AVE BURLINGTON ON L7N 1T8		DATE	<input type="text"/>
PAY TO THE ORDER OF		\$	<input type="text"/>
05162 010 [REDACTED]		CIBC	

Signature: _____

Date: _____



Mortgage Payment Authorization Form

Registered Plans & TFSA Division

Fax: (403) 261-6105

Email: rrspmortgageinfo@olympiustrust.com

1. Lender Information (Olympia Trust Company Client)	<div> <div>251874, 248513, 309857 263870</div> <div>Account Number</div> </div>
2. Borrower Information	<div> <div>Randy Hoffner</div> <div>Name</div> </div> <div> <div>601 Maplehurst Ave</div> <div>Property Address</div> </div> <div> <div></div> <div>Mortgage Number</div> </div>
3. Payment Information	<p>Please include start date and payment amount. Scheduled payments are processed with the selected frequency beginning on the Start Date.</p> <p> <input type="checkbox"/> One-Time Payment Amount: \$ _____ </p> <p> <input checked="" type="checkbox"/> Scheduled Payments Amount: \$ 7,000.00 Start Date: December 27, 2023 </p> <p>Frequency: Monthly</p> <p><i>If Monthly is selected and Start Date is set on the 28th, 29th, 30th, or 31st of each month, the payment may be processed on the last day of the month.</i></p> <p> <input checked="" type="checkbox"/> Mortgage Related Payments By selecting this tick box, I authorize Olympia Trust Company ("Olympia") to draw on the account identified below for all mortgage payments and for any related mortgage charges for fees and services outlined in the Mortgage with respect to the above Mortgage Number. </p>
4. Payment Source Information	<p>Name of Financial Institution: <u>CIBC</u></p> <p>A VOID cheque must be attached</p> <p>I/We authorize the Company, and the financial institution designated (or any other financial institution I/We may authorize at any time) to begin deductions and/or direct deposits and/or refunds from time to time as per my/our instructions as set out herein, and/or payments as the case may be, for payment of all charges and/or refunds arising under my/our account(s) and arrangements and agreements with the Company. Refunds and/or payments for the full amount of services delivered will be credited/debited to my/our specified account as specified herein. This authority is to remain in effect until the Company has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days (but not longer than thirty (30) days) before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel an Electronic Funds Transfer (EFT) Agreement at my/our financial institution or by visiting www.payments.ca. The Company may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us. I/we have certain recourse rights if any debit does not comply with this agreement. For example; I/we have the right to receive reimbursement for any Electronic Funds Transfer that is not authorized or is not consistent with this Electronic Funds Transfer (EFT) Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.payments.ca.</p> <p>Further by signing below, you represent and warrant as follows:</p> <ol style="list-style-type: none"> That you will not hold the Company responsible for any delay or loss of funds due to incorrect or incomplete information supplied by you or by your financial institution or due to an error on the part of your financial institution in depositing funds to your Account; That you waive any pre-notification requirements as specified by sections 15 (a) and (b) of the Canadian Payments Associate Rule H1 with regards to recovering amounts directly from your Account in connection with amounts incorrectly credited to your Account. That the Company may change its fees schedule by providing you with 30 days prior written notice of such changes. If you do not cancel this authorization during such notice period, this authorization shall continue to be used in conjunction with such revised fee schedule where applicable. Where payments, funds transfer or refunds are in relation to personal services (other than business services) this authorization is considered a personal pre-authorized debit agreement.
5. Authorization	<div> <div> <div><u>Randy Hoffner</u></div> <div>Signature of Authorized Bank Account</div> </div> <div> <div>11/25/2023</div> <div>Date (mm/dd/yyyy)</div> </div> </div> <div> <div>7ED058378365466</div> <div>Signature of Authorized Bank Account</div> </div> <div> <div></div> <div>Signatory</div> </div>

Privacy Notice: In providing services to you, we receive non-public, personal information about you. We receive this information through the transactions we perform for you and may also receive information about you by virtue of your transactions with our affiliates and other parties. We will hold your personal information in accordance with our Privacy Policy, a copy of which may be found on our website at www.olympiustrust.com.



November 29, 2023

FRANK M. RASO PROFESSIONAL CORPORATION
436 ABERDEEN AVE
HAMILTON ON L8P 2S2

Attention: FRANK M. RASO
Email: christine@rasolaw.ca

RE: **Mortgagor:** HOFFNER, RANDY; LONDON VALLEY IV INC.
 Street Address: 601 MAPLEHURST AVE (2nd)
 Legal: 6211 COLONEL TALBOT RD (2nd)
 Our File: 1264 FALGARWOOD DRIVE (2nd)
 PT LT 41, PL 350 , AS IN 745783 ; OAKVILLE (2nd) 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 (2nd)
 PCL 228-1, SEC M54 ; LT 228, PL M54 ; OAKVILLE (2nd) (the "**Lands**")
 MOR 134957

Further to the Mortgage Investment Direction, Waiver & Indemnity Agreement received from our client (s), a wire in the amount of \$679,460.28 (the "**Funds**") has been sent by Olympia Trust Company ("**Olympia**") for deposit to your trust account at ROYAL BANK OF CANADA / BANQUE ROYALE. The amount of the Funds includes an interest adjustment in the amount of \$460.28, a discount in the amount of \$-21,000.00 and a prepayment in the amount of \$0.00.

The breakdown of Funds by client(s) is as follows:

Client Name	Account Number	Principal Amount	Interest Adjustment	Discount Amount	Prepayment Amount
	251874	\$448,250.00	\$294.74	-\$13,000.00	\$0.00
	309857	\$176,000.00	\$115.73	\$0.00	\$0.00
	263870	\$27,500.00	\$18.08	\$0.00	\$0.00
	248513	\$48,250.00	\$31.73	-\$8,000.00	\$0.00

These Funds are forwarded to you under the following trust condition(s):

1. that you undertake to provide the following documents to Olympia within 45 days of the date of this letter:
 - (a) a copy of the Mortgage/Hypothec registered in the name of "Olympia Trust Company" with the applicable land titles registry. If the Lands are located in British Columbia, the Mortgage/Hypothec must include Olympia's BC Extra-Provincial number A50545. If the Lands are located in Quebec, the Mortgage/Hypothec must include Olympia's publication number of the Notice of Address 6824811,
 - (b) a certified copy of title issued by the applicable land title registry showing the registration of the Mortgage/Hypothec in 2nd repayment priority position, or a copy of the title insurance certificate issued with respect to the registration of the Mortgage/Hypothec in 2nd repayment priority position,
 - (c) If applicable, a copy of the registered transfer of Mortgage/Hypothec, and
 - (d) a copy of all title insurance certificate(s) issued with respect to the Mortgage/Hypothec, as may be required by the Client(s); and

In the event that you do not agree to the preceding express trust condition(s), Olympia requests that you make no use of the Funds and that you contact Olympia at your earliest convenience for further instructions.

Please forward all documentation listed above to rrspmortgagedocumentation@olympiatrust.com. If the above documents have already been provided to Olympia, no further documentation is required.

Should you have any questions, please contact your Olympia Trust Company officer.

Sincerely,

Olympia Trust Company
Investment Account Services Division

From: Hundal Law <reception@hundallaw.ca>
Sent: Wednesday, February 5, 2025 12:03 PM
To: Jacob Lesiuk <LesiukJ@olympiustrust.com>
Cc: Pam Hundal <Pam@hundallaw.ca>
Subject: [EXTERNAL] Re: Olympia Discharge - 601 Maplehurst Ave., Oakville

CAUTION! This is an external email. Do not click links or open attachments unless you trust the sender and are expecting the message

Good afternoon Jacob

Please see confirmation of the wire transfer to Olympia Trust.

We have sent \$731,331.20 which represents added per diem interest on each of the parts from January 31 until February 6, 2025 and an additional \$15 for the CIBC wire charge.

Kindly confirm when you have received funds and we will proceed to register the discharges.

Best Regards,

**PARMINDER HUNDAL LAW PROFESSIONAL CORPORATION
490 BRAMALEA ROAD, UNIT 104
BRAMPTON, ONTARIO, L6T 2H2**

***Tel: (905) 799-1004
Fax: (905) 595-5500***

We have adopted a paper-light environment which will help us preserve the environment and stay green. Correspondence will be scanned and emailed as much as possible. Thank you for your understanding.

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

January 25, 2025

Olympia Trust Company

URGENT

Attn: Payout Request Dpt.

Re: London Valley IV Inc. and Olympia Trust Company
Loan Number MOR134957 1, 2, 3 and 4
6211 Colonel Talbot Road, London

I, Pam Hundal, am the solicitor for London Valley IV Inc.

Our client has sold the above-noted property, and in accordance with the Agreement of Purchase and Sale, the first mortgage to Olympia Trust registered as ER1556782 is to be paid out and discharged on closing.

We understand the mortgage has 4 separate loan numbers namely:

MOR134957- 1,2, 3 and 4

Would you therefore kindly provide my office with a payout statement for discharge purposes for all portions of the loan as of January 31, 2025, setting out all amounts payable so as to obtain a discharge of the said mortgage as at such date, and confirming your discharge fee, if applicable.

Please provide the statement as soon as possible.

Best regards,

P. Hundal

Parminder Hundal
PH/lg



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 <i>BD</i>
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.

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

BD

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 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

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 <i>NC</i>
Penalty Payment (if applicable)	\$0.00
Discharge Fee	\$84.75 <i>NC</i>
Total Payout Amount due Jan 31 2025	\$179,958.85 <i>NC</i>
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



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 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 <i>BL</i>
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

RENEWAL NOTICE

FILE NUMBER: MOR134957 OLYMPIA TRUST

October 30, 2024

Mortgage Renewal Offer

The following Olympia plan holders (lenders) **251874, 263870, 309857, 341613** are pleased to offer a renewal offer on your existing second mortgage with the following terms and conditions:

PROPERTY	601 MAPLEHURST AVE OAKVILLE, ON L6L 4Y8 & 6211 COLONEL TALBOT RD LONDON, ON N6P 1J2			
BORROWER(S)	Randy Hoffner & London Valley IV Inc.			
BALANCE	Projected balance as at	November 27, 2024	\$	700,000.00
	Renewal Fee		\$	14,000.00
	Revised Balance		\$	<u>714,000.00</u>
TERM	12 months, maturing:	November 27, 2025		
RATE	12.00%			
PAYMENT	\$ 7,140.00	monthly commencing:	December 27, 2024	
NSF CHARGES	\$50 + HST per plan holder & occurrence			
DISCHARGE FEE	\$75 + HST per plan holder upon payout			

All other original terms and conditions of the mortgage remain.

Please sign and return this renewal offer along with the enclosed Olympia Trust “Mortgage Renewal” agreements & “Mortgage Payment Authorization” forms.

I/We hereby agree with the above terms and wish to proceed with the renewal.

Signature: <u>Randy Hoffner</u>	Signature: _____
Date: <u>November 11, 2024</u>	Date: _____

Bank Statement ID(s)	32905305		
CMO Deposit Confirmation			
WIRE TSF 0590966 PARMINDER HUNDAL LAW PROF CORP		Feb 05, 2025	731,331.20
Paragon Recon Screen			

TAB 3

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

THE HONOURABLE

)

<*>, THE <*>

JUSTICE <*>

)

DAY OF AUGUST, 2025

)

B E T W E E N :

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

Plaintiff

and

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

Defendants

ORDER

NOTICE

If you, the Defendants, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least twenty-four (24) hours' notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendants to breach the terms of this Order may also be held to be

in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made without notice by the Plaintiff, London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc., solely in its capacity as Receiver and Manager of certain property of London Valley IV Inc. and all proceeds thereof, and not in its personal capacity or in any other capacity (in such capacity, the “**Receiver**”), for an interim Order in the form of a *Mareva* injunction restraining the Defendants from dissipating their assets and in the form of a *Norwich* Order compelling third parties to disclose information and documents relating to the assets and accounts of the Defendants, and for other relief, was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the materials filed by the Plaintiff, including the Notice of Action, Notice of Motion, and the Third Report of the Receiver dated August 1, 2025 and the Appendices thereto, and the Factum of the Plaintiff, and on hearing the submissions of counsel for the Plaintiff,

***Mareva* Injunction**

1. **THIS COURT ORDERS** that the Defendants, and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Defendants, wherever situate, including but not limited to the accounts listed in Schedule “A” hereto;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and

- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

2. **THIS COURT ORDERS** that paragraph 1 of this Order applies to all of the Defendants' assets whether or not they are in his, her or its own name and whether they are solely or jointly owned. For the purpose of this Order, the Defendants' assets include any asset which he, she or it has the power, directly or indirectly, to dispose of or deal with as if it were his, her or its own. The Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with any of the Defendants' direct or indirect instructions.

Ordinary Living Expenses

3. **THIS COURT ORDERS** that the Defendants may apply for an order, on at least forty-eight (48) hours' notice to the Plaintiff, specifying the amount of funds and source thereof from which the Defendants seek to have access in order to spend on ordinary living expenses and legal advice and representation, provided that the source of such funds shall not be accessible from: (i) the \$817,859.49 as deposited into an account by cheque dated February 6, 2025 paid to the order of Mahtab Nali, or any proceeds thereof, which account may include but not be limited to the accounts listed in Schedule "A"; and (ii) the \$80,800 as deposited to a currently unknown account by cheque dated February 18, 2025 paid to the order of Nali and Associates, or any proceeds thereof.

Disclosure of Information

4. **THIS COURT ORDERS** that the Defendants each prepare and provide to the Plaintiff within three (3) days of the date of service of this Order, with a sworn statement

describing the nature, value, and location of the Defendants' respective assets worldwide, whether in the Defendants' own names or not and whether solely or jointly owned.

5. **THIS COURT ORDERS** that the Defendants each submit to examinations under oath within fifteen (15) days of the delivery by the Defendants of the aforementioned sworn statements.

6. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Defendants, they may be entitled to refuse to provide such information, but are recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 4 herein is contempt of court and may render the Defendants liable to be imprisoned, fined, or have their assets seized.

Third Parties

7. **THIS COURT ORDERS** that The Toronto-Dominion Bank and any other financial institution or entity given notice of this Order (collectively, the "**Banks**") forthwith freeze and prevent any removal or transfer of monies or assets of the Defendants held in any account or on credit on behalf of any of the Defendants, with the Banks, until further Order of the Court, including but not limited to the accounts listed in Schedule "A" hereto.

8. **THIS COURT ORDERS** that the Banks and any other person having notice of this Order forthwith disclose and deliver up to the Plaintiff any and all past, present and future records held by the Banks and such persons concerning the Defendants' assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Defendants worldwide.

Alternative Payment of Security

9. **THIS COURT ORDERS** that this Order will cease to have effect if the Defendants provide security by paying the sum of \$1,500,000.00 to the Receiver to be held in trust until further Order of the Court.

Variation, Discharge or Extension of Order

10. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to this Court at any time to vary or discharge this Order, on four (4) days' notice to the Plaintiff.

11. **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order within ten (10) days hereof, failing which this Order will terminate.

General

12. **THIS COURT ORDER** that the Plaintiff shall not be required to provide an undertaking to abide by any order concerning damages under Rule 40.03 of the *Rules of Civil Procedure*, R.R.O. 194.

13. **THIS COURT ORDERS** that the Plaintiff is hereby granted leave to register this Order against title to any real property in the name or names of the Defendants.

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, or any other jurisdiction, to give effect to this Order and to assist the Plaintiff and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make

such orders and to provide such assistance to the Plaintiff, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Plaintiff in any foreign proceeding, or to assist the Plaintiff and its agents in carrying out the terms of this Order.

15. **THIS COURT ORDERS** that the Plaintiff is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of this Order and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders.

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

SCHEDULE "A"

BANK	ACCOUNT NO.
The Toronto-Dominion Bank	1929-6177612
Unknown	1929--5023332

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

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
NALI AND ASSOCIATES
Defendants

Plaintiff

Court File No.: <*>

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

Proceedings commenced at TORONTO

ORDER

AIRD & BERLIS LLP

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

Mark van Zandvoort (LSO No. 59120U)

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

Tel: (416) 863-1500

Lawyers for the Plaintiff

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST¹)

<u>THE HONOURABLE</u>)	<u><*>, THE <*></u>
)	
<u>JUSTICE <*></u>)	<u>DAY OF AUGUST, 2025</u>

B E T W E E N :

PLAINTIFF

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

Plaintiff

—and—

DEFENDANT

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

ORDER²

NOTICE

If you, the ~~Defendant~~Defendants, disobey this order you may be held to be in
contempt of court and may be imprisoned, fined or have your assets seized.

¹- ~~Prepared by the Commercial List Users' Committee of the Ontario Superior Court of Justice. The theory and approach behind this model order is to give the Courts and practitioners a guide for the use of such orders, while recognizing that the model order must be tailored to suit the particular circumstances of each case before the Court.~~

²- ~~See generally UK Practice Direction form for "Freezing Injunctions" http://www.dca.gov.uk/civil/procedure/procrules_fin/contents/practice_directions/pd_part25.htm.~~

You are entitled to apply on at least twenty-four (24) hours' notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the ~~Defendant~~Defendants to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made without notice by the Plaintiff, ~~H~~London Valley IV Inc. by its Court-Appointed Receiver and Manager, KSV Restructuring Inc., solely in its capacity as Receiver and Manager of certain property of London Valley IV Inc. and all proceeds thereof, and not in its personal capacity or in any other capacity (in such capacity, the "Receiver"), for an interim Order in the form of a *Mareva* injunction restraining the ~~Defendant, H~~Defendants from dissipating ~~its~~their assets and in the form of a Norwich Order compelling third parties to disclose information and documents relating to the assets and accounts of the Defendants, and for other relief, was heard this day ~~at H~~via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Affidavit of H sworn H, on~~materials filed by the Plaintiff, including the Notice of Action, Notice of Motion, and the Third Report of the Receiver dated August 1, 2025 and the Appendices thereto, and the Factum of the Plaintiff, and on hearing the submissions of counsel for the Plaintiff, ~~and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order,~~

Mareva Injunction

1. **THIS COURT ORDERS** that the ~~Defendant~~Defendants, and ~~its~~their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the ~~Defendant~~Defendants, wherever situate ~~[that are located in Ontario]~~³,₁ including but not limited to the ~~assets and~~ accounts listed in Schedule "A" hereto;⁴
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

2. **THIS COURT ORDERS** that paragraph 1 of this Order applies to all of the ~~Defendant's~~Defendants' assets whether or not they are in his, her or its own name and whether they are solely or jointly owned. For the purpose of this ~~order~~Order, the ~~Defendant's~~Defendants' assets include any asset which he, she or it has the power,

³- See *Mooney v. Orr*, [1994] B.C.J. No. 2652 (B.C.S.C.) and *Pharma Investment Ltd. v. Clark*, [1997] O.J. No. 1334 (Gen. Div.) for a discussion of the scope of a Mareva Injunction.

⁴- Ordinarily, the plaintiff must show grounds for the belief that the defendant has some assets within the jurisdiction to obtain the injunction in the first place, but in its standard form, the Mareva injunction is not limited to those named assets: *Cretanor Marine Co. Ltd. v. Irish Marine Management Ltd.* [1978] 1 W.L.R. 966 at 973 (C.A.).

directly or indirectly, to dispose of or deal with as if it were his, her or its own. The ~~Defendant is~~ Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with ~~his~~ any of the Defendants' direct or indirect instructions.⁵

~~3. [THIS COURT ORDERS that if the total value free of charges or other securities of the Defendant's assets [in Ontario] exceeds \$[], the Defendant may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Defendant's assets [in Ontario] remains above \$[]].⁶~~

Ordinary Living Expenses

3. ~~4.~~ **THIS COURT ORDERS** that the ~~Defendant~~ Defendants may apply for an order, on at least ~~twenty-four~~ forty-eight (~~24~~ 48) hours' notice to the Plaintiff, specifying the amount of funds and source thereof from which the ~~Defendant is entitled~~ Defendants seek to have access in order to spend on ordinary living expenses and legal advice and representation.⁷ provided that the source of such funds shall not be accessible from: (i) the \$817,859.49 as deposited into an account by cheque dated February 6, 2025 paid to the order of Mahtab

^{5.} *Federal Bank of the Middle East Ltd. v. Hadkinson*, [2000] 1 W.L.R. 1695 (Eng. C.A.)

^{6.} *Z Ltd. v. A.*, [1982] 1 All ER 556 (C.A.). As a practical point, specifying the maximum amount to be frozen will be simple where the claim relates to a specific amount of money, however this task will be more challenging where the claim is for general damages to be particularized and quantified at a later stage of the litigation. It will also be difficult for the affected financial institutions to determine which assets may be released under this provision. It may therefore be more appropriate to deal with the quantification of the maximum amount to be frozen at the return of the motion.

^{7.} *Z Ltd. v. A.*, *supra*; *Pharma Investments Ltd. v. Clark*, *supra* at para. 13. This provision may not be appropriate in the case of a specific fraud claim where the misappropriated amount is frozen, since the Defendant cannot be allowed to use funds that are identifiable as obtained wrongfully for living expenses. Further it will be difficult to specify an amount, without evidence from the Defendant regarding his or her needs and assets. See also the practical concerns raised above in footnote 5. Lord Denning has suggested that a separate account be opened so that the financial institutions affected by the order need not determine which sums are required for ordinary living expenses. Depending on the Plaintiff's knowledge of the specific accounts of the Defendant, it might be possible to specify from which account the funds for living expenses may be withdrawn. Given these practical difficulties, it is more appropriate to address the issue of living expenses on the expeditious return of the motion.

Nali, or any proceeds thereof, which account may include but not be limited to the accounts listed in Schedule "A"; and (ii) the \$80,800 as deposited to a currently unknown account by cheque dated February 18, 2025 paid to the order of Nali and Associates, or any proceeds thereof.

Disclosure of Information

4. ~~5.~~ **THIS COURT ORDERS** that the ~~Defendant~~Defendants each prepare and provide to the Plaintiff within ~~1~~three (3) days of the date of service of this Order, with a sworn statement describing the nature, value, and location of ~~his~~the Defendants' respective assets worldwide ~~[in Ontario]~~, whether in ~~his~~the Defendants' own ~~name~~names or not and whether solely or jointly owned.⁸

5. ~~6.~~ **THIS COURT ORDERS** that the ~~Defendant~~Defendants each submit to examinations under oath within ~~1~~fifteen (15) days of the delivery by the ~~Defendant~~Defendants of the aforementioned sworn statements.

6. ~~7.~~ **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the ~~Defendant, he~~Defendants, they may be entitled to refuse to provide ~~it~~such information, but ~~is~~are recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph ~~5~~4 herein is contempt of court and may render the ~~Defendant~~Defendants

⁸ ~~The Court has the inherent power to make ancillary orders as appear to be just and convenient to ensure that the exercise of the Mareva jurisdiction is effective to achieve its purpose and may make an order of "discovery in aid", an injunction where the plaintiff has "grounds for believing that the defendant does have assets within the~~

liable to be imprisoned, fined, or have ~~his~~their assets seized.⁹

Third Parties

7. ~~8.~~ **THIS COURT ORDERS** ~~that~~ that The Toronto-Dominion Bank and any other financial institution or entity given notice of this Order (collectively, the “Banks”) to forthwith freeze and prevent any removal or transfer of monies or assets of the ~~Defendant~~Defendants held in any account or on credit on behalf of any of the ~~Defendant~~Defendants, with the Banks, until further Order of the Court, including but not limited to the accounts listed in Schedule “A” hereto.¹⁰

8. ~~9.~~ **THIS COURT ORDERS** that the Banks and any other person having notice of this Order forthwith disclose and deliver up to the Plaintiff any and all past, present and future records held by the Banks and such persons concerning the ~~Defendant’s~~Defendants’ assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate ~~[in Ontario]~~, held on behalf of the ~~Defendant by the Banks.~~¹¹ Defendants worldwide.

Alternative Payment of Security ~~into Court~~

~~jurisdiction, but has insufficient particulars of the whereabouts of such assets to make the injunction effective”:- Sharpe, at 2.1070, 2.1080.-~~

⁹- ~~Pharma Investment Ltd. v. Clark, supra at para. 16, but see CBS United Kingdom Ltd. v. Lambert [1983] Ch. 37, [1982] 3 All E.R. 237 (C.A.).-~~

¹⁰- ~~Z Ltd. v. A, supra at 563.-~~

¹¹- ~~The Plaintiff ordinarily must bear any costs associated with a search of bank records to determine the whereabouts and amounts of the defendant’s assets on deposit: Searose Ltd. v. Seatrain U.K. Ltd. [1981] 1 W.L.R. (Q.B.).-~~

9. ~~10.~~ **THIS COURT ORDERS** that this Order will cease to have effect if the ~~Defendant provides~~ Defendants provide security by paying the sum of \$~~1~~ into Court, and ~~the Accountant of the Superior Court of Justice is hereby directed to accept such payment.~~¹² 1,500,000.00 to the Receiver to be held in trust until further Order of the Court.

Variation, Discharge or Extension of Order

10. ~~11.~~ **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to ~~the~~this Court at any time to vary or discharge this ~~order~~Order, on four (4) days' notice to the Plaintiff.

11. ~~12.~~ **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order within ten (10) days hereof, failing which this Order will terminate.¹³

General

12. **THIS COURT ORDER** that the Plaintiff shall not be required to provide an undertaking to abide by any order concerning damages under Rule 40.03 of the *Rules of Civil Procedure*, R.R.O. 194.

13. **THIS COURT ORDERS** that the Plaintiff is hereby granted leave to register this Order against title to any real property in the name or names of the Defendants.

¹²- ~~Specifying the amount of security attracts the same practical problems identified in footnote 5.~~

¹³- ~~Rules of Civil Procedure, R.R.O. 1990, Reg. 194, rule 40.02.~~

14. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, or any other jurisdiction, to give effect to this Order and to assist the Plaintiff and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Plaintiff, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Plaintiff in any foreign proceeding, or to assist the Plaintiff and its agents in carrying out the terms of this Order.

15. THIS COURT ORDERS that the Plaintiff is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of this Order and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders.

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

SCHEDULE "A"

BANK	ADDRESS	ACCOUNT NAME	ACCOUNT NO.
The Toronto-Dominion Bank			1929-6177612
Unknown			1929--5023332

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

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
NALI AND ASSOCIATES

Plaintiff

Defendants

Commercial List No.: _____

Plaintiff

—and—

Defendant

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

ORDER

Court File No.: <*>

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

ORDER

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Lawyers for the Plaintiff

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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 V
(*Ex Parte* Motion for *Mareva* Injunction)

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