Court File No.: CV-18-608313-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

| THE HONOURABLE MR. |) | MONDAY, THE 18TH |
|--------------------|---|--------------------|
| |) | |
| JUSTICE HAINEY |) | DAY OF MARCH, 2019 |



IN THE MATTER OF THE *COMPANIES' CREDITORS* ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FORME DEVELOPMENT GROUP INC. AND THE OTHER COMPANIES LISTED ON SCHEDULE "A" HERETO (the "Applicants")

APPLICATION UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

ORDER

THIS MOTION, made by KSV Kofman Inc. ("KSV"), solely in its capacity as Courtappointed monitor (the "Monitor") in the proceedings of the Applicants pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. c-36, as amended ("CCAA"), was heard this day at 330 University Avenue, Toronto, Ontario, M5G 1R7.

ON READING the Motion Record of the Monitor, including the Third Report of the Monitor dated February 26, 2019 (the "Third Report") and the First Supplement to the Third Report of the Monitor dated March 12, 2019, and upon hearing the submissions of counsel for the Monitor and such other parties as were present, no one else appearing although duly served as appears from the affidavit of service of Jason M. Berall sworn February 26, 2019 and the affidavit of service of Aiden Nelms sworn March 12, 2019, filed;

- 1. THIS COURT ORDERS that the Undertaking of the Forme Group (the "Undertaking") attached hereto as Schedule "B" be and is hereby approved.
- 2. **THIS COURT ORDERS** that the Forme Group and the Principal (each as defined in the Undertaking) and all other persons referenced in the Undertaking are authorized and directed to perform their obligations thereunder.
- 3. **THIS COURT ORDERS** that Confidential Appendix "1" to the Third Report be sealed, kept confidential and not form part of the public record pending further Order of this Court.
- 4. THIS COURT ORDERS that if an intercompany advance is made in accordance with Section 5(a), 5(b) or 5(d) of the Undertaking with the consent of the Monitor or further Order of this Court (each an "Intercompany Advance") the funding Non-Applicant shall be entitled to the benefit of a charge (each an "Intercompany Charge") on the receiving Non-Applicant's real property, which Intercompany Charge shall not secure an obligation that exists before this Order is made.
- 5. **THIS COURT ORDERS** that such Intercompany Charge shall be limited to the amount of the Intercompany Advance.
- 6. THIS COURT ORDERS that the filing, registration or perfection of the Intercompany Charge shall not be required, and that the Intercompany Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Intercompany Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

- 7. **THIS COURT ORDERS** that each Intercompany Charge shall constitute a charge on the receiving Non-Applicant's real property and such Intercompany Charge shall rank immediately subordinate to the mortgages registered against the receiving Non-Applicant's real property as of the date of this Order.
- 8. **THIS COURT ORDERS** that except as may be approved by this Court, the receiving Non-Applicant shall not grant any mortgages or other encumbrances over the receiving Non-Applicant's real property that rank in priority to, or *pari passu* with the Intercompany Charge, unless the receiving Non-Applicant also obtains the prior written consent of the Monitor.
- 9. THIS COURT ORDERS that the Intercompany Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Intercompany Charge (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act* (the "BIA"), or any bankruptcy order made pursuant to such applications; (c) the filling of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the receiving Non-Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Intercompany Charge nor the execution of the

Undertaking shall create or be deemed to constitute a breach by the receiving Non-

Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any person whatsoever as a result

of any breach of any Agreement caused by or resulting from the receiving Non-

Applicant entering into the Undertaking or by the creation of the Intercompany

Charge; and

(c) the payments made by the receiving Non-Applicant pursuant to this Order, the

Undertaking and the granting of the Intercompany Charge, do not and will not

constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive

conduct, or other challengeable or voidable transactions under any applicable law.

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MAR 1 8 2019

PER/PAR:

SCHEDULE "A"

2358825 Ontario Ltd.

- 27 Anglin Development Inc.
- 29 Anglin Development Inc.
- 250 Danforth Development Inc.
- 3310 Kingston Development Inc.
- 1296 Kennedy Development Inc.
- 1326 Wilson Development Inc.
- 189 Carrville Development Inc.
- 169 Carrville Development Inc.
- 159 Carrville Development Inc.
- 5507 River Development Inc.
- 4439 John Development Inc.

SCHEDULE "B"

Court File No. CV-18-608313-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS **AMENDED**

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FORME DEVELOPMENT GROUP INC. AND THE OTHER COMPANIES LISTED ON SCHEDULE "A" HERETO (the "Applicants")

APPLICATION UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

| | UNDERTAKING OF THE FORME GROUP |
|-----------|---|
| TO: | THIS HONOURABLE COURT |
| FROM: | THE CORPORATIONS LISTED ON SCHEDULE "B" HERETO |
| AND FROM: | YUAN HUA WANG (a/k/a MIKE WANG) ("Principal") |
| WHEREAS: | |
| (a) | the Principal is the sole shareholder, director and directing mind of the corporations listed on Schedule "B" hereto (collectively the "Forme Group") |
| (b) | the entities in the Forme Group own real property on which the Forme Group intended to develop various real estate projects (" Projects "); |
| (c) | the entities in the Forme Group have granted mortgages ("Mortgages") to the parties listed on Schedule "C" hereto ("Mortgagees"); |
| (d) | the Principal has guaranteed the obligations of the entities of the Forme Group to certain of the Mortgagees ("Guarantees"); |
| (e) | the Applicants are subject to proceedings under the <i>Companies' Creditors Arrangement Act</i> , R.S.C. 1985, c. C-36 ("CCAA"). The Applicants are represented by Goldman, Sloan, Nash & Haber LLP ("GSNH"); |
| | the Initial Order granted in the CCAA proceedings provides the Monitor (as defined below) with powers and duties beyond those contemplated by the model Initial Order; |

- (g) within the CCAA proceedings, a sale process is being conducted by KSV Kofman Inc. ("KSV"), as Monitor ("Monitor"), under the supervision of this Honourable Court pursuant to which the Projects owned by the Applicants will be sold;
- (h) three entities of the Forme Group, 58 Old Kennedy Development Inc., 76
 Old Kennedy Development Inc., and 82 Old Kennedy Development Inc.
 (collectively, the "NOI Entities"), filed notices of intention to make proposals under the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3
 ("BIA") and transactions were completed for the sale of the real properties owned by the NOI Entities. The NOI Entities are represented by GSNH;
- (i) the proceeds from the sale of the property owned by the NOI Entities are being held by KSV as Proposal Trustee ("Trustee");
- the remaining members of the Forme Group other than the Applicants and the NOI Entitles ("Non-Applicants") are not subject to proceedings under the CCAA or the BIA. The Non-Applicants are represented by Cassels Brock & Blackwell LLP ("CBB");
- (k) the Non-Applicants are in default of certain of the mortgages granted by them to their respective Mortgagees;
- the Non-Applicants are marketing their respective Projects for sale in order to generate funds to pay their respective creditors;
- (m) certain of the Mortgagees of the Non-Applicants have commenced power of sale proceedings;
- the Principal anticipates that the sale of certain entities or their real property will generate more than sufficient funds to pay the creditors of those entities in full;
- (o) the Principal also anticipates that the sale of certain other entities or their real property will not generate sufficient funds to pay the creditors of those entities in full;
- (p) the Principal anticipates that the proceeds of the sale of those entities or real property that are sold or refinanced will generate sufficient proceeds to pay all secured claims and guarantee obligations of the Forme Group and the Principal;
- (q) for greater certainty, absent an agreement or other entitlement to the contrary, the unsecured creditors of each Non-Applicant shall only have recourse to the sale proceeds of that Non-Applicant's property, net of the claims of secured creditors of that Non-Applicant, and not to any sale proceeds generated by the sale of other Non-Applicants' property;
- (r) a claims process is required to determine all of the claims that may exist against the Forme Group and the Principal in order to determine whether

the proceeds are sufficient to satisfy the amount owing to creditors, including creditors with guarantee claims;

- the Principal has advised this Honourable Court that he intends to ensure that the funds received from the sale of the Projects (including those owned by the Non-Applicants) are used to repay the creditors of the Forme Group and of the Principal, in accordance with the intentions expressed above, before any amounts are distributed to the Principal; and
- the Forme Group and the Principal are giving this Undertaking to this Honourable Court in order to effectuate such intention.

The Non-Applicants and the Principal hereby undertake to this Honourable Court as follows:

- 1. Subject to paragraph 9 below or any earlier sale by a Mortgagee pursuant to its enforcement rights, they will sell the Projects owned by the Non-Applicants ("NA Projects", and each a "NA Project") in a commercially reasonable fashion with the intention of maximizing the sale proceeds;
- 2. They will work cooperatively and transparently with the Monitor/Trustee in all respects, including, without limitation, by providing all information required or requested of them on a timely basis and by providing and executing such documents as are required to close the sale of the Birchmount condominiums;
- 3. Without limiting the generality of the foregoing, they will (A) keep the Monitor/Trustee apprised, on a confidential basis, of their efforts to sell the NA Projects (including, without limitation, providing a weekly written update each Tuesday by noon detailing the status of each NA Project, with the first update to be provided on March 19, 2019), (B) forthwith provide copies of all offers (whether binding or otherwise) to purchase the NA Projects to the Monitor/Trustee on a confidential basis, and (C) advise the Monitor/Trustee in advance of any expecting closing dates;
- The purchase price (including any deposits) in respect of the sale of any NA Project will be delivered by the purchaser(s) to CBB. Upon the closing of such sale, the Non-Applicants and the Principal will cause to be repaid the amounts owing to the Mortgagees of that NA Project. If there are funds remaining after repayment of the Mortgagees ("Balance"), the Balance will be held by CBB in trust for that entity's remaining creditors. For greater certainty, the Balance shall not be provided to any member of the Forme Group or the Principal without further Order of this Honourable Court. CBB will maintain separate trust accounts and will account separately for each NA Project, and will provide the Monitor with updates concerning the account balances and the accounting for same from time to time upon request by the Monitor;
- Notwithstanding paragraph 4, above, it is understood and agreed that the Balance may be accessed for the following purposes and on the following terms:

- a. with the prior written consent of the Monitor, or upon a further order of this Honourable Court, proceeds from the sale of the Non-Applicants' real property may be used to maintain mortgages of other Non-Applicants in good standing and thereby attempt to avoid power of sale proceedings; provided that there is a reasonable prospect that the funding Non-Applicant will be repaid. In the event any such advance of funds is made as between Non-Applicant entities, any such advance will be made on a priority basis ranking immediately subordinate to any mortgages of the receiving Non-Applicant;
- b. with the prior written consent of the Monitor, or upon a further order of this Honourable Court, proceeds from the sale of the Non-Applicants' real property may be used to pay other expenses of the Non-Applicants that are conducive to maintaining and maximizing the value of their assets for creditors; provided that there is a reasonable prospect that the funding Non-Applicant will be repaid;
- c. with the prior written consent of the Monitor, or upon a further order of this Honourable Court, proceeds from the sale of the Non-Applicants' real property may be used to pay ordinary course creditors with outstanding claims against the relevant Non-Applicant; and
- d. the Non-Applicants may pay the reasonable professional fees and disbursements of CBB, provided that the Monitor shall receive an accounting of all amounts so paid forthwith following payment;
- 6. Each Non-Applicant with a Balance shall participate in a Court-approved claims process conducted by the Monitor pursuant to which the claims of creditors of the Non-Applicant will be proven and quantified and the Balance distributed to those creditors, provided that no claims will be accepted without the consent of the Non-Applicants or order of the Court. Such proceedings include the BIA proceedings already underway;
- 7. In the event that the creditors of a Non-Applicant are paid in full and there are funds remaining ("Surplus"), CBB shall continue to hold the Surplus in trust until the conclusion of the claims process and no amounts will be distributed to the Forme Group, the Principal or any other entity without the consent of the Monitor/Trustee or an order of the Court;
- 8. Any Surplus, after payment of all claims guaranteed by the Principal and payment of all professional fees of KSV, its counsel Bennett Jones LLP, CBB, and GSNH, shall be distributed to or at the direction of the Principal. For greater certainty, absent an agreement or other entitlement to the contrary, there is no requirement to use the Surplus to fund any unsecured deficiency in an entity of the Forme Group where unsecured creditors are not paid in full;
- 9. Subject to the rights and remedies of any applicable Mortgagee, the Non-Applicants reserve the right to retain such Projects as need not be sold to repay Forme Group creditors; provided, however, that in the event of a

deficiency to creditors of the Forme Group, as many Projects as is necessary will be sold or refinanced until sufficient proceeds are available to repay the creditors of the Forme Group as detailed above;

- 10. It is understood and agreed that the professional fees and disbursements of Cassels Brock & Blackwell LLP, counsel for the Non-Applicants, will be paid from the proceeds of sale of the NA Projects;
- 11. Any distributions to be made will be made net of any tax liabilities that may exist;
- 12. GSNH and KSV shall discharge their mortgage registrations as against each of the Non-Applicant properties upon Court approval of this Undertaking;
- Any dispute arising out of this Undertaking shall be determined by this Honourable Court by way of a motion in the CCAA proceeding;
- 14. If the Forme Group or its Principal breaches the terms of this Undertaking and fails to remedy such breach within three business days, the Monitor/Trustee shall forthwith bring a motion seeking such relief as it deems appropriate;
- The Monitor/Trustee reserves the right to seek an order of the Court compelling the sale of a property for any Non-Applicant's real property that the Forme Group and/or the Principal wishes to refinance if the proceeds from the refinancing are not expected to be sufficient to repay in full the guarantee claims;
- None of the Principal, Jessica Wang, Aimie Yang or any their respective relatives or proxies shall, directly or indirectly, purchase or acquire any interest in any of the Applicants' properties;
- 17. The Monitor shall provide timely disclosure of any and all offers received for the purchase of the Applicants' properties ("**Offers**") to the Principal or his representatives, and will meet with them to discuss the Offers; and
- 18. The Principal, Jessica Wang and Aimie Yang, and their agents, advisors and representatives, shall keep the terms of the Offers strictly confidential.

DATED at Toronto this 11th day of March, 2019

101 Columbia Development Inc.

By:

Name: Title:

Yuan Hua Wang

President

186 Old Kennedy Development Inc.

| Ву: | | | | |
|------------|--|------------------|-----|--------|
| ,. | Name: | Yuan Hua Wang | | • |
| | Title: | President | | |
| 40 T | eff Davala | pment Inc. | | |
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| Ву: | | | | _ |
| | Name: | Yuan Hua Wan | g | |
| | Title: | President | | |
| 22 Old | d Kenned | y Development li | nc. | |
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| Ву: | and the same of th | | | |
| Ly. | Name: | Yuan Hua Wang | | - |
| | Title: | President | | |
| . A. 4. W. | , D | . 1 4 1 | | |
| 31 VIC | tory Deve | elopment Inc. | | |
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| Ву: | - J | | | - |
| | Name: | Yuan Hua Wang | | |
| | Title: | President | | |
| 35 Th | elma Dev | elopment Inc. | | |
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| ni | | | 1 | |
| Ву: | Name: | Yuan Hua Wang | | , |
| | Title: | President | | |
| 5 2" | - | | | |
| 376 D | erry Deve | lopment Inc. | | |
| | | <u> </u> | ٨ | aliman |
| Ву: | | | | |
| | Name: | Yuan Hua Wang | | |
| | Title: | President | | |
| 390 D | erry Deve | elopment Inc. | | |
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| By: | Namai | Yuan Hua Wang | | |
| | Name: Title: | President | | |
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4 Don Hillock Development Inc.

By:

Name: Yuan Hua Wang
Title: President

4208 Kingston Development Inc.

By:

Name: Yuan Hua Wang
Title: President

4550 Steeles Development Inc.

By:

Name: Yuan Hua Wang
Title: President

7397 Islington Development Inc.

By:

Name: Yuan Hua Wang
Title: President

9500 Dufferin Development Inc.

By:

Name: Yuan Hua Wang Title: President

Yuan Hua Wang (a/k/a Mike Wang)

222

Witness

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SCHEDULE "A"

3310 Kingston Development Inc.

1296 Kennedy Development Inc.

1326 Wilson Development Inc.

5507 River Development Inc.

4439 John Development Inc.

2358825 Ontario Ltd.

250 Danforth Development Inc.

159 Carrville Development Inc.

169 Carrville Development Inc.

189 Carrville Development Inc.

27 Anglin Development Inc.

29 Anglin Development Inc

SCHEDULE "B"

3310 Kingston Development Inc.

1296 Kennedy Development Inc.

1326 Wilson Development Inc.

5507 River Development Inc.

4439 John Development Inc.

2358825 Ontario Ltd.

250 Danforth Development Inc.

159 Carrville Development Inc.

169 Carrville Development Inc.

189 Carrville Development Inc.

27 Anglin Development Inc.

29 Anglin Development Inc.

Forme Development Group Inc.

4 Don Hillock Development Inc.

7397 Islington Development Inc.

101 Columbia Development Inc.

4208 Kingston Development Inc.

376 Derry Development Inc.

390 Derry Development Inc.

186 Old Kennedy Development Inc.

31 Victory Development Inc.

76 Old Kennedy Development Inc.

82 Old Kennedy Development Inc.

58 Old Kennedy Development Inc.

22 Old Kennedy Development Inc.

35 Thelma Development Inc.19 Turff Development Inc.4550 Steeles Development Inc.9500 Dufferin Development Inc.

SCHEDULE "C"

| Forme Group Entity | Municipal Address((es)) | Mortgagees : 1 |
|--------------------------|---|---------------------------------------|
| | | First Source Financial Management |
| | | Inc. |
| | | Ferina Construction Limited |
| 2210 Winnerton | | Yuce Baykara & Olympia Trust |
| 3310 Kingston | 3314 Kingston Rd., Toronto, ON | Company |
| Development Inc. | - | Yi Zhou, Jack Ya Jyue Chen, Wei |
| | | Zhu, Yu Wang, Hong Xie, Zhengxie |
| | | Yu, Vera Kevic, Community Trust |
| | | Company, Shuxin Liu, & Li Hu |
| | | First Source Financial Management |
| 1296 Kennedy | | Inc. |
| Development Inc. | 1296 Kennedy Rd., Toronto, ON | Yi Zhou, Community Trust |
| Development Inc. | | Company, Yu Kai Wong, & Lenny |
| | | Wong |
| | | Morrison Financial Mortgage |
| | | Corporation |
| 1326 Wilson | 1326-1328 Wilson Ave., Toronto, ON | 2586614 Ontario Inc. |
| Development Inc. | | 2348793 Ontario Ltd. & JYR Real |
| | | Capital Mortgage Investment |
| | Composition (Composition) | Corporation |
| 5507 River Development | 5471, 5491 & 5507 River Rd., | Home Trust Company |
| lnc, | Niagara Falls, ON | Niagara Falls Pointe General Partner, |
| | | lnc. |
| 4420 Islan Daniela annum | 4439 John St., Niagara Falls, ON, | Home Trust Company |
| 4439 John Development | 4407 John St., Niagara Falls, ON, | |
| Inc. | 4413 John St., Niagara Falls, ON & 4427 John St., Niagara Falls, ON | Sentrix Financial Corporation |
| | 4427 John St., Magara Pans, ON | MCAP Financial Corporation |
| 2358825 Ontario Ltd. | | HMT Holdings Inc. |
| (Birchmount) | 1483 Birchmount Rd., Toronto, ON | Trisura Guarantee Insurance |
| (Bileimiedit) | | Company. |
| | | First Source Financial Management |
| · | | Inc. & Community Trust Company |
| | 250 Danforth Rd. E., Toronto, ON, | Yuce Baykara, Olympia Trust |
| 0.50 0 0 | Three Parcels (Block 53, 54, 55), | Company, & Community Trust |
| 250 Danforth | 0 Dairy Dr., Toronto, ON, 0 | Company |
| Development Inc. | Bamblett Dr., Toronto, ON, & 23 | Yi Zhou, Dunliang Zhang, Liying |
| | Bamblett Dr., Toronto, ON | Zhao, Yong Jiang, Rensong Dou, |
| | | Xuefen Song, Jinxi Liu, Min He, Lin |
| | | Li, CX Financial Investing Inc., Wen |

| | | Wei Zhang, Jun Wang, Zhengxie Yu, Hsing Ching Fan, Kung Chan Fan, Martin Zamora, Hao Li, Lijie Wang, Yifei Wang, and Xuemei Yuan |
|-----------------------------------|--|--|
| | | Trisura Guarantee Insurance Company |
| 159 Carrville Development Inc. | 159 Carrville Rd., Richmond Hill, ON | 2611809 Ontario Inc. 2611622 Ontario Inc. 2612316 Ontario Inc. |
| 169 Carrville Development Inc. | 169 Carrville Rd., Richmond Hill, ON | Home Trust 2557725 Ontario Inc. 10226190 Canada Ltd 2611622 Ontario Inc. 2612316 Ontario Inc. |
| 189 Carrville Development Inc. | 177 Carrville Rd., Richmond Hill, ON, 181 Carrville Rd., Richmond Hill, ON & 189 Carrville Rd., Richmond Hill, ON | Home Trust 2557725 Ontario Inc. 10226190 Canada Ltd 2611622 Ontario Inc. 2612316 Ontario Inc. |
| 27 Anglin Development Inc. | 27 Anglin Dr., Richmond Hill, ON | Home Trust Company 2603616 Ontario Inc. |
| 29 Anglin Dévelopment | 29 Anglin Dr., Richmond Hill, ON & 31 Anglin Dr., Richmond Hill, ON | Home Trust Company 2603616 Ontario Inc. |
| 4 Don Hillock Development Inc. | 4 Don Hillock Dr., Aurora, ON | Perdy Building Corporation Canada Access Capital Ltd. |
| 7397 Islington Development Inc. | 7397 Islington Ave., Vaughan, ON | 739572 Ontario Limited Empirical Capital Corp. Yuce Baykara & Computershare Trust Company of Canada |
| 101 Columbia Development Inc. | 93-101 Columbia St. W., Waterloo, ON | Foremost Mortgage Holding Corporation Ivy Hong |
| 4208 Kingston Development Inc. | 4206-4208 Kingston Rd., Toronto, ON & 4212 Kingston Rd., Toronto, ON | Chih-Huang Lin Foremost Mortgage Holding Corporation Xin Cai, Dingping Cheng, Weiguo Dai, Qing Ying Wu, Hongbing Xie, Linghong Kong & Shepherd Estate |
| | | Limited Partnership Royal Bank of Canada |

| 376 Derry Development Inc. | 376 Derry Rd. W., Mississauga, ON | 2348793 Ontario Ltd. & JYR Real Capital Mortgage Investment Corporation 2348793 Ontario Ltd., 5F Secondary Investment Group Inc. & JYR Real Capital MIC |
|--|---|--|
| 390 Derry Development Inc. | 390 Derry Rd. W., Mississauga, ON | Firm Capital Mortgage Fund Inc. Lora & Steve Papaikonomou 2592898 Ontario Inc. 2620094 Ontario Inc. |
| | | Krashnik Investments Limited & Gabel Investments Limited |
| 186 Old Kennedy | 186 Old Kennedy Rd., Markham, ON & 51 Victory Ave., Markham, | 2592898 Ontario Inc., 2620094 Ontario Inc., 2627235 Ontario Inc. 2638796 Ontario Inc., & 2646429 Ontario Inc. |
| Development Inc. | ON | Yi Zhou, Jin Fen Zheng, Xiang Hong Zheng, BAI (Bild Alternative Investment) Corporation, Dong Hui Wang, Guifang Wang & Community Trust Company |
| 31 Victory Development | 31 Victory Ave., Markham, ON | Matthew Franklin Santiso Vector Financial Services Limited |
| Inc. 76 Old Kennedy Development Inc. 82 Old Kennedy Development Inc. | 64-76 Old Kennedy Rd., Markham, ON 82 Old Kennedy Rd., Markham, ON | 10226190 Canada Ltd. Matthew Castelli Matthew Castelli Wuls International Group Inc. Matthew Castelli |
| 58 Old Kennedy Development Inc. | 58 Old Kennedy Rd., Markham, ON & 20 Thelma Ave., Markham, ON | All Season Recycle Inc. & Sasikala Sivasorusban |
| 22 Old Kennedy Development Inc. | 16 & 22 Old Kennedy Rd., Markham, ON | Matthew Castelli Vector Financial Services Limited Wenguang Liu & Yan Yan |
| 35 Thelma Development Inc. & 19 Turff Development Inc. | 35 Thelma Ave., Markham, ON & 19 Turff Ave., Markham, ON | U-Feel Inc. Xin Cai, Dingping Cheng, Weiguo Dai, Qing Ying Wu, Honbing Xie, Linghong Kong, & Shepherd Estate Limited Partnership |
| 4550 Steeles Development Inc. | 4550 Steeles Ave. E., Markham, ON & 31 Old Kennedy Rd., Markham, ON | -Windsor Family Credit Union Limited 2586614 Ontario Inc. |
| | | |

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| | | 2348793 Ontario Ltd., 5F Second Investment Group-Inc., & JYR R Capital MIC |
|--|--------------------------------|--|
| 9500 Dufferin Development Inc. | 9500 Dufferin St., Maple, ON | Solaris Holdings Inc. |
| Yuan Hua Wang & Hua Qin Zhang (in their personal capacity) | 59 Elm Ave., Richmond Hill, ON | Home Trust Company, 348 Mort Investments Ltd., & 2603616 On Inc. |
| Yuan Hua Wang & Hua Qin Zhang (in their personal capacity) | 63 Elm Ave., Richmond Hill, ON | Home Trust Company, 348 Mort Investments Ltd., & 2603616 On Inc. |

Court File No: CV-18-608313-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FORME DEVELOPMENT GROUP INC. AND THE OTHER COMPANIES LISTED ON SCHEDULE "A" HERETO (the "Applicants")

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER

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Tel: (416) 863-1200

Fax: (416) 863-1716

Counsel to KSV Kofman Inc. solely in its capacity as Courtappointed monitor, and not in its personal capacity