

**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

**APPLICATION RECORD  
(returnable November 6, 2018)**

November 6, 2018

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Mario Forte (LSUC#: 27293F)**  
Tel: 416.597.6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

**Jennifer Stam (LSUC#: 46735J)**  
Tel: 416.597.5017  
Email: [stam@gsnh.com](mailto:stam@gsnh.com)

Lawyers for the Applicants

# INDEX

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**INDEX**

<b>Tab</b>	<b>Document</b>	<b>Page No.</b>
1.	Notice of Application, returnable November 6, 2018	001
2.	Affidavit of Yuan Hua Wang, sworn November 5, 2018	015
A.	Organizational Chart for Great Slave Helicopters Ltd.	034
B	Unaudited Financial Statements for Great Slave Helicopters Ltd. for financial years ended January 31, 2017 and January 31, 2018	035
C	Certificates of Filing for the NOI Proceedings	093
3.	Affidavit of Katie Parent, sworn November 6, 2018	108
A	Certificate of Filing with respect to Notice of Intention Make a Proposal of 159 Carrville Development Inc.	109
4.	Draft Initial Order	111

<b>Tab</b>	<b>Document</b>	<b>Page No.</b>
5.	Blackline of draft Initial Order to Model Order	132

# TAB 1

Court File No.: \_\_\_\_\_

**ONTARIO  
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**NOTICE OF APPLICATION**

**TO THE RESPONDENT**

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

**THIS APPLICATION** will come on for a hearing on **Tuesday, November 6, 2018, at 3:00 p.m.** at 330 University Avenue, Toronto, Ontario M5G 1R7.

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

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

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

Date November 6, 2018

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

Address of court office: Superior Court of Justice  
330 University Avenue, 7th Floor  
Toronto ON  
M5G 1R7

**TO: SERVICE LIST**

## APPLICATION

1. The Applicants, Forme Development Group Inc. (“**Forme Development**”) and those other entities listed on Schedule “A” hereto (collectively and together with Forme Development, the “**Forme Group**” or the “**Applicants**”) make this application for an initial order (the “**Initial Order**”) substantially in the form included in the Application Record, *inter alia*:
  - (a) Abridging the time for and validating the service of the Notice of Application, the Application Record and the Report (as defined below);
  - (b) Declaring that the Applicants are companies to which the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) applies;
  - (c) Declaring that the proposal proceedings of each of the NOI Companies (as defined below) commenced under Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1982, c. B-3, as amended (the “**BIA**”), be taken up and continued under the CCAA and that the provisions of Part III of the BIA shall have no further application to the NOI Companies;
  - (d) Appointing KSV Kofman Inc. (“**KSV**”) as Monitor of the Applicants in these proceedings;
  - (e) Granting a stay of proceedings taken or that might be taken in respect of the Applicants or any of their current and future assets, undertakings and property, including all proceeds thereof (the “**Property**”) or the director and officers of the Applicants;
  - (f) Granting a limited stay of proceedings taken or that might be taken in respect of Yuan Hua Wang (“**Mr. Wang**”) or any of his current and future assets, businesses, undertakings and properties, including all proceeds thereof (the “**Wang Property**”), arising upon or as a result of any default under the terms of any document entered into in connection with any of Mr. Wang’s guarantees of any of the commitments or loans of any of the Applicants;



- (g) Granting an administration charge (the “**Administration Charge**”) for the benefit of the Monitor, Monitor’s counsel and counsel for the Applicants in the interim maximum amount of \$300,000;
- (h) Authorizing the DIP Borrowers (as defined below) to borrow interim financing under a DIP term sheet dated November 5, 2018 (the “**DIP Term Sheet**”) from KingSett Mortgage Corporation (the “**DIP Lender**”) up to an interim amount of \$750,000 and granting a charge securing amounts owing thereunder (the “**DIP Lender’s Charge**”);
- (i) Authorizing any Applicant to advance funds (through the DIP Financing (defined below) or otherwise) with the approval of the Monitor to another Applicant, which such advances shall be secured by a charge (the “**Intercompany Charge**”);
- (j) Granting the following priority charges over the Property, such charges to rank in the priority set out in the Initial Order and described in the affidavit of Yuan Hua Wang, dated November 5, 2018 (the “**Initial Affidavit**”):
  - (ii) First – the Administration Charge (to an interim maximum amount of \$300,000);
  - (iii) Second – the DIP Lender’s Charge; and
  - (iv) Third – the Intercompany Charge;
- (k) Providing that: (i) the Administration Charge will rank in priority to any other encumbrances on any of the Pacific Garden Properties (defined below) and immediately behind the first mortgage on all of the other Properties; (ii) the DIP Lender’s Charge will rank immediately subordinate to the Administration Charge and in priority to the Encumbrances with respect to the Pacific Gardens Properties; and (iii) the Intercompany Charge will rank subordinate to the Administration Charge, the DIP Lender’s Charge and the existing first ranking mortgage on the Pacific Gardens Properties; and immediately subordinate to the Administration Charge and existing first ranking mortgages on all other Property of the Applicants;

- (l) Approving the retention of TD Cornerstone Commercial Realty Inc. (“TD”) substantially on the terms of the listing agreement appended to the pre-filing report of KSV, filed in connection with this application;
- (m) Such further and other relief as this Honourable Court may deem just.

2. The grounds for the application are:

**BACKGROUND**

- (a) The Forme Group is a commercial and residential real estate development group specializing in low-rise, high-rise, mixed-use and hospitality developments;
- (b) Currently, the Forme Group owns properties (the “Properties”) in respect of 18 projects (the “Projects”), each having been heavily financed with one or more mortgages on the Properties;
- (c) For at least the last year, the Forme Group has been experiencing increased stress on its cash flow and its ability to service its debts, this having led to delayed and missed payments from time to time, although it was largely able to service its mortgage interest payments;
- (d) However, in recent months the Forme Group has been experiencing serious liquidity issues and as a result, can no longer advance its Projects as it does not have the liquidity to pay development costs nor to service its debt obligations;
- (e) In recent weeks, the Forme Group has received a number of demand letters and other legal documents, including notices under Section 244 of the BIA, as a result of outstanding defaults on various mortgage obligations;
- (f) In addition, as of November 1, 2018, the Forme Group missed scheduled interest payments on all of its mortgages;
- (g) Since October 26, 2018, the following Applicants have each filed a notice of intention to make a proposal under the BIA (the “NOI Proceedings”): (i) 58 Old

Kennedy Development Inc.; (ii) 76 Old Kennedy Development Inc.; (iii) 82 Old Kennedy Development Inc.; (iv) 9500 Dufferin Development Inc.; (v) 250 Danforth Development Inc.; (vi) 3310 Kingston Development Inc.; (vii) 1296 Kennedy Development Inc.; and (viii) 159 Carville Development Inc. (“**NOI Companies**”);

- (h) The mortgage debt on the Properties is estimated to be over \$220 million;
- (i) Mr. Wang has personally guaranteed almost or all of the first and second mortgages and certain of the subordinated mortgages;
- (j) The Applicants are experiencing a severe liquidity crisis with less than \$240,000 remaining in their bank accounts and require CCAA protection to provide them with the opportunity to maximize value for the creditors through an orderly sale process of the majority of their Properties, some of which are projected to have significant equity value;

**THE SALES PROCESS**

- (k) Should the Initial Order be granted, it is the Applicants' intention to seek, as quickly as possible, Court approval to commence a sale process to be led by KSV, if appointed Monitor, and TD for the listing of the majority of the Properties;
- (l) The Applicants have acted proactively to retain KSV and TD, the latter of whom has already commenced valuation work on certain of the Applicants' more significant properties, so that the sale process will not be delayed and there will no undue prejudice to stakeholders;
- (m) A small number of Properties will be retained pending further discussions and/or the outcome of the sale of the other Properties, all of which is discussed in greater detail in the Initial Affidavit;
- (n) An orderly sale process within the CCAA proceedings will provide for an efficient and fair process and is intended to provide more value for creditors than individual powers of sale processes and/or receiverships;

**REQUESTED RELIEF**

- (o) Forme Group is facing severe liquidity issues and is unable to service its debts, has commenced NOI Proceedings with respect to several of its properties and as of November 1, 2018, missed interest payments on all of its outstanding mortgages;
- (p) The Applicants are seeking the CCAA Initial Order substantially in the form of the model order adopted for CCAA proceedings commenced in Toronto, Ontario with the changes thereto as set out in the blackline included in this Application Record;

***Conversion of NOI Proceedings***

- (q) Conversion of the NOI Proceedings into a single CCAA proceeding with the other entities in the Forme Group will provide for administrative efficiencies in the CCAA process;
- (r) To date there have been no proposals filed nor have there been any Court appearances in the NOI Proceedings;
- (s) The NOI Companies require funding that is contemplated to come from DIP funding and an administrative charge for the professionals in these proceedings;

***Stay of Proceedings***

- (t) The Applicants require the benefit of a stay of proceedings while the CCAA proceedings are pending;
- (u) As Mr. Wang has provided his personal guarantees on many of the mortgages, the Applicants are seeking to extend the benefit of a limited stay of proceedings to Mr. Wang and avoid a situation where the enforcement of Mr. Wang's personal guarantees will result in an end run around the purpose of the main stay of proceedings, which is to maximize recoveries for all creditors;
- (v) As most or all of Mr. Wang's personal net worth is tied to the Properties, he will have no ability to satisfy these obligations prior to the Properties being monetized,

and allowing actions to continue against him at this time will only result in distraction and delay with no meaningful purpose;

- (w) The extension of the stay will further the purposes of the Applicants' CCAA proceedings;

***DIP Financing***

- (x) The Forme Group does not have sufficient liquidity to fund this process absent debtor-in-possession financing ("**DIP Financing**");
- (y) The DIP Lender is prepared to advance interim financing to 186 Old Kennedy Development Inc., 31 Victory Development Inc., 58 Old Kennedy Development Inc., 82 Old Kennedy Development Inc., 76 Old Kennedy Development Inc., 22 Old Kennedy Development Inc., 35 Thelma Development Inc., 19 Turff Development Inc. and 4550 Steeles Development Inc. (collectively, the "**DIP Borrowers**") in the amount of \$5 million, but with an interim borrowing maximum of \$750,000 until the comeback hearing;
- (z) The DIP Lender's Charge will attach to the Pacific Gardens Properties only and will rank in second priority after the Administration Charge, but ahead of the first mortgages;
- (aa) The DIP Lender's Charge will not attach to any of the Properties of the other Applicants;

***Retention of TD***

- (bb) As a proactive measure, the Forme Group has retained TD to advise on real estate matters and assist to develop a sale process;
- (cc) The engagement letter appoints TD as the exclusive listing agent to sell the Applicants' Properties for a period of 6 months and the proposed fee is 1.1%;

- (dd) TD requires the certainty of Court approval of its retention before continuing with the work necessary to prepare for the listings;
- (ee) Any delay in approval of TD's retention will result in delay of the sale process;

***Monitor***

- (ff) KSV has consented to act as Monitor of the Applicants in this proceeding, subject to Court approval;
- (gg) KSV has extensive experience acting in real estate matters and has been working with the Applicants since it was retained a few weeks ago;
- (hh) KSV is the proposal trustee for the NOI Companies in the NOI Proceedings (the "**Proposal Trustee**");

***General***

- (ii) Those further grounds set out in the Initial Affidavit;
  - (jj) The provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
  - (kk) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(2), 16, 38 and 39 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
  - (ll) Such further and other grounds as the lawyers may advise.
3. The following documentary evidence will be used at the hearing of the application:
- (a) The Initial Affidavit;
  - (b) The Affidavit of Katie Parent, sworn November 6, 2018 and exhibit thereto;
  - (c) The first report of the Proposal Trustee and the pre-filing report of the proposed Monitor, including its consent to act in these proceedings (the "**Report**"); and

- (d) Such further and other evidence as counsel may advise and this Honourable Court may permit.

November 6, 2018

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Mario Forte (LSUC#: 27293F)**  
Tel: 416.597.6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

**Jennifer Stam (LSUC#: #46735J )**  
Tel: 416.597.5017  
Email: [stam@gsnh.com](mailto:stam@gsnh.com)

Lawyers for the Applicants

TO: The Attached Service List

Court File No.:

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SUPERIOR COURT OF JUSTICE  
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APPLICATION UNDER THE *COMPANIES' CREDITORS  
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**SERVICE LIST**

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<p><b>GOLDMAN SLOAN NASH &amp; HABER LLP</b> 480 University Avenue, Suite 1600 Toronto, ON M5G 1V2 Fax: 416.597.3370</p> <p><b>Mario Forte</b> (LSUC #: 27293F) Tel: 416.597.6477 Email: <a href="mailto:forte@gsnh.com">forte@gsnh.com</a></p> <p><b>Jennifer Stam</b> (LSUC#: #46735J) Tel: 416.597.5017 Email: <a href="mailto:stam@gsnh.com">stam@gsnh.com</a></p> <p><b>Katie Parent</b> Tel: 416.597.3375 Email: <a href="mailto:parent@gsnh.com">parent@gsnh.com</a></p> <p>Lawyers for the Applicants</p>	<p><b>KSV KOFMAN INC.</b> 150 King Street West, Suite 2308 Box 42 Toronto, ON M5H 1J9</p> <p><b>Bobby Kofman</b> Tel: 416.932.6228 Email: <a href="mailto:bkofman@ksvadvisory.com">bkofman@ksvadvisory.com</a></p> <p><b>David Sieradzki</b> Tel: 416.932.6030 Email: <a href="mailto:dsieradzki@ksvadvisory.com">dsieradzki@ksvadvisory.com</a></p> <p>Proposed Monitor</p>
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<p><b>BENNETT JONES LLP</b>  3400 One First Canadian Place  P.O. Box 130  Toronto, ON M5X 1A4</p> <p><b>Sean Zweig</b>  Tel: 416.777.6254  Email: <a href="mailto:zweigs@bennettjones.com">zweigs@bennettjones.com</a></p> <p>Lawyers for the Proposed Monitor, KSV Kofman Inc.</p>	<p><b>GOODMANS LLP</b>  Bay Adelaide Centre – West Tower  333 Bay Street, Suite 3400  Toronto, ON M5H 2S7</p> <p><b>Christopher Armstrong</b>  Tel: 416.849.6013  Email: <a href="mailto:carmstrong@goodmans.ca">carmstrong@goodmans.ca</a></p> <p>Lawyers for KingSett Mortgage Corporation</p>
<p><b>DEPARTMENT OF JUSTICE CANADA</b>  3400-130 King Street West  Toronto, ON M5X 1K6</p> <p><b>Diane Winters</b>  Tel: 416.973.3172  Email: <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a></p> <p><b>Rakhee Bhandari</b>  Tel: 416.952.8563  Email: <a href="mailto:Rakhee.bhandari@justice.gc.ca">Rakhee.bhandari@justice.gc.ca</a></p>	<p><b>MINISTRY OF FINANCE (ONTARIO)</b>  Legal Services Branch  777 Bay Street, 11<sup>th</sup> Floor  Toronto, ON M5G 2C8</p> <p><b>Kevin O'Hara</b>  Tel: 416.327.8463  Email: <a href="mailto:kevin.ohara@ontario.ca">kevin.ohara@ontario.ca</a></p>

**Schedule "A" – List of Companies**

2358825 Ontario Ltd.  
27 Anglin Development Inc.  
29 Anglin Development Inc.  
4 Don Hillock Development Inc.  
250 Danforth Development Inc.  
3310 Kingston Development Inc.  
1296 Kennedy Development Inc.  
7397 Islington Development Inc.  
1326 Wilson Development Inc.  
101 Columbia Development Inc.  
4208 Kingston Development Inc.  
376 Derry Development Inc.  
390 Derry Development Inc.  
189 Carrville Development Inc.  
169 Carrville Development Inc.  
159 Carrville Development Inc.  
5507 River Development Inc.  
4439 John Development Inc.  
186 Old Kennedy Development Inc.  
31 Victory Development Inc.  
58 Old Kennedy Development Inc.  
76 Old Kennedy Development Inc.  
82 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.

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"Applicants")

Court File No:

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceeding commenced TORONTO**

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**NOTICE OF APPLICATION**

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**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Mario Forte (LSUC#: 27293F)**  
Tel: 416.597.6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

**Jennifer Stam (LSUC#: #46735J)**  
Tel: 416.597.5017  
Email: [stam@gsnh.com](mailto:stam@gsnh.com)

Lawyers for the Applicants

## **TAB 2**

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

IN THE MATTER OF THE *COMPANIES' CREDITORS  
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**AFFIDAVIT OF YUAN HUA WANG  
(sworn November 5, 2018)**

I, Yuan Hua Wang, of the City of Markham, in the Province of Ontario, MAKE OATH  
AND SAY:

1. This Affidavit is made in support of an Application by Forme Development Group Inc. ("**Forme Development**") and those other entities listed on Schedule "A" hereto (collectively and together with Forme Development, the "**Forme Group**") for relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").
  
2. I am the founder, sole shareholder and director of all of the members of the Forme Group. As such, I have personal knowledge of the matters deposed to in this Affidavit. Where I have relied on other sources of information, I have specifically referred to such sources and verily believe them to be true. In preparing this Affidavit, I have consulted with legal, financial and other advisers of the Applicants and other members of the management team of the Applicants.

## I. OVERVIEW

3. The Forme Group is a commercial and residential real estate development group specializing in low-rise, high-rise, mixed-use and hospitality developments. The development projects are primarily located in the Greater Toronto Area with a few in Southwestern Ontario and one in Western Canada.
4. My experience in real estate started in China where I worked in the real estate development business for many years. In 2009, I expanded my business to Canada with the acquisition of property in Saskatchewan. In 2013, the Forme Group further expanded into the Ontario market with the acquisition and subsequent development of the property known as Birchmount Gardens. Given my training and experience in real estate development, as well as favourable market conditions, since 2013 the Forme Group has continued its expansion, acquiring several properties. Currently, the Forme Group owns properties (the “**Properties**”) in respect of 18 projects (the “**Projects**”), most of which are in the development phase with one Project (Birchmount Gardens) completed but not closed. All of the Projects have been heavily financed with single or multiple mortgages and I have also personally guaranteed most of the first and second mortgages on the Properties and certain of the further subordinated mortgages on the Properties.
5. For at least the last year, the Forme Group has been experiencing increased stress on its cash flow and its ability to service its debts – this has led to delayed and missed payments from time to time although it was largely able to service its mortgage interest payments. However, in recent months the Forme Group has been experiencing serious liquidity issues and, as a result, it can no longer advance its Projects because it does not have the liquidity to pay development costs (such as consulting and legal fees) nor to service its debt obligations. The Forme Group’s liquidity issues have largely been as a result of delays in the planning and development of several of its projects resulting from, in large part, delays from the municipalities which have required the Forme Group to incur substantial legal and consulting costs for re-submission and appeals of applications, a slowdown in the real estate market in Greater Toronto Area (particularly in the areas outside of the “416” area code) and rising interest rates. In recent weeks, we have received a number of demand letters and other legal documents as a result of outstanding defaults on various mortgage

obligations. Additionally, on November 1, 2018, we missed scheduled interest payments on all of our mortgages. Since October 26, 2018, we have commenced NOI Proceedings (as defined and discussed below) for several of the Forme Group companies.

6. If the CCAA is granted, the Forme Group intends to commence a sale process to be led by KSV Kofman Inc. (“KSV”) (if appointed as Monitor) and TD Cornerstone Commercial Realty Inc. (“TD”) for the listing of the majority of the Properties and intend to ask the Court to approve a sale process, with TD as listing agent, as quickly as possible, possibly within days of the initial hearing. The objective is that no time be wasted and that the sale process commence immediately following Court approval.
  
7. The Properties we do not plan to list right away are the 186 Old Kennedy/Victory Properties (defined below) and 1483 Birchmount Road (the Birchmount Gardens Project) and possibly certain properties that comprise the Niagara Falls Project (the “**Niagara Falls Project**”).<sup>1</sup> My intention is to continue to develop the 186 Old Kennedy/Victory Properties; however, if the sale process for the other properties is less successful than anticipated, I am prepared to sell the 186 Old Kennedy/Victory Properties. That decision will be made as the process progresses. Similarly, the decision to sell or develop the Niagara Falls Project will be made once we have had the opportunity to further discuss this project with KSV, TD and the mortgagees on that project. I believe that the Niagara Falls Project may have significant equity if we can obtain development approval. Until decisions are made regarding 186 Old Kennedy/Victory Properties and the Niagara Falls Project, and following the comeback motion in these proceedings and subject to Court approval of the proposed DIP facility, I intend to cause the applicable mortgagees to service the debt costs on those retained projects. The development activity that I intend to have performed on these projects should continue to add value to them. All such steps and any material costs incurred will be taken with the approval of the Monitor, who I understand will consult generally with the relevant mortgagees.

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<sup>1</sup> The Properties that form the Niagara Falls Project are 4399 John Street, 4407 John Street, 4413 John Street, 4427 John Street, 5472 River Road, 5491 River Road, 5507 River Road and River Lane (all in Niagara Falls, Ontario).

8. I have confidence in this course of action. My confidence is in large part due to my belief in the value of the Properties, which is supported in most instances by appraisals that we obtained from Cushman & Wakefield Ltd. (“C&W”), generally in connection with the land acquisitions. All but a few of the appraisals were prepared on a “development” basis and show that in substantially all instances the value of the Property exceeds the value of the mortgages. Further, we have also recently been working with and intend to retain TD to act as listing brokerage for certain of the Projects as further detailed herein. TD has reviewed certain of the C&W appraisals and has provided a preliminary indication of value of certain of the Forme Group’s more significant real property.
9. Of particular note, the values of the Pacific Projects (defined and discussed below) as appraised by C&W and reviewed by TD significantly exceed the mortgage obligations on those projects, even on an “as is” basis, as considered by TD. The equity in the Pacific Projects will be used to fund these proceedings through a DIP facility (discussed in further detail below) and to repay creditors on other projects, including projects where I have provided a personal guarantee.
10. TD has already started reviewing the appraisals we obtained from C&W with a focus on the Properties that form the Pacific Gardens projects (the “**Pacific Projects**”).<sup>2</sup> Based on the preliminary valuation work performed by TD, I was advised by Ashley Martis, a Managing Director of TD, that TD is of the view that there is significant equity in the Pacific Projects, including 186 Old Kennedy Road, 31 Victory Road and 51 Victory Road (the “**186 Old Kennedy/Victory Properties**”), even on an “as is” basis.<sup>3</sup> Maximizing the equity in the Pacific Projects will be beneficial to my personal creditors, including those mortgages that I have personally guaranteed if they are not paid out on the sale of the respective Properties. The equity in the Pacific Projects is estimated to range from

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<sup>2</sup> The Properties that form the Pacific Gardens projects are 186 Old Kennedy Road, 51 Victory Road, 31 Victory Road, 22 Old Kennedy Road, 16 Old Kennedy Road, 19 Turff Avenue, 35 Thelma Avenue, 20 Thelma Avenue, 58/76/82 Old Kennedy, 4550 Steeles Avenue and 31 Old Kennedy Road (collectively, the “**Pacific Gardens Properties**”).

<sup>3</sup> TD’s review of the value in the Pacific Projects consisted of reviewing the reasonableness of the assumptions in the C&W appraisals (which TD found to be generally reasonable), reviewing correspondence from, and having discussions with, the Forme Group’s third party planners working on the Pacific Projects and considering the value of the Pacific Projects on an “as is” basis (i.e. a different approach than the C&W appraisals).



approximately \$30 million to over \$70 million and I believe it could be even higher than the high end range.

11. As discussed above, in response to certain of the enforcement steps that have been taken, we have now commenced certain NOI Proceedings (as discussed and defined below). I understand that these NOI Proceedings provide a temporary stay of proceedings. However, I believe that the Forme Group would benefit from the proposed CCAA proceedings to allow for a streamlined and efficient process to maximize value for the creditors of each of the Projects and that such a process coordinated by KSV (if appointed as Monitor), with the assistance of TD, is likely to generate greater recoveries for all creditors rather than processes conducted by mortgagees under separate power of sale and/or receivership processes.
12. Further, I am of the view that given the assistance of the Monitor and TD and the supervision of the Court, the proposed CCAA process is likely to be more expedited and efficient than separate power of sale and/or receivership processes, and will not cause undue delay for the mortgagees. While there may be some incremental costs resulting from the sale process, I am of the view they should not be significant and that this process has a better opportunity to generate recoveries for subordinate ranking mortgagees than power of sale processes (or the like). I understand that KSV has extensive experience with the restructuring of real estate development companies and that its expertise in this area will be further outlined in its pre-filing report.

## II. CORPORATE INFORMATION

13. Attached as Exhibit "A" is a corporate organizational chart for the Forme Group. Each member of the Forme Group is incorporated under the *Business Corporations Act* (Ontario). The Forme Group's registered office and head office is located in Markham, Ontario. As set out above, I am the sole shareholder and director of each entity in the Forme Group. More specifically:
  - (a) Forme Development is a service company that provides administrative support for the Forme Group. It employs 12 individuals (including my wife and myself) to provide these services and is the tenant of the head office lease. Forme

Development has guaranteed many of the outstanding mortgages. My daughter, Jessica, works full time for the Forme Group and provides an integral role in the company and in this process. My wife and I have both agreed to defer entitlement to our salaries for this period.

- (b) As is the case with many real estate development companies, I have incorporated single purpose entities that own specific Properties. Those companies make up the balance of the Applicants in this application.

### III. THE PROJECTS

14. As set out above, the Forme Group is a commercial and residential real estate development group specializing in low-rise, high-rise, mixed-use and hospitality developments. The projects are primarily located in the Greater Toronto Area with a few in southwestern Ontario and one in Western Canada. The Forme Group currently has one project, Birchmount Gardens, where construction has been completed and the closings are to take place by year-end, and seventeen (17) Projects in various stages of planning and development.

15. The table below provides a project summary (the “Project Summary”). The Project Summary provides a summary of each Project, mortgage debt per Project, appraised values and other information.

No.	Entity Name	Purchase Price	Acquisition Year(s)	Mortgage Debt	Appraised Value	Appraisal Date	Action plan
1	4 Don Hillock Development Inc.	2,002,500	2017	2,400,000	3,200,000	5-Jun-17	Sell
2	250 Danforth Development Inc.	7,330,000	2014	20,300,000	32,200,000	5-Jul-18	Sell
3	3310 Kingston Development Inc.	3,830,000	2014, 2015	12,700,000	14,500,000	20-Oct-16	Sell
4	12696 Kennedy Development Inc.	2,740,000	2015	7,200,000	12,100,000	1-Jun-18	Sell
5	7397 Islington Development Inc.	3,200,000	2015	8,000,000	13,800,000	27-Oct-17	Sell
6	1326 Wilson Development Inc.	1,700,000	2016	3,000,000	10,400,000	0-Jan-00	Sell
7	101 Columbia Development Inc.	3,908,887	2016	4,345,000	11,000,000	25-Jul-18	Sell
8	4208 Kingston Development Inc.	5,878,000	2016	7,908,000	1,790,000	18-Sep-18	Sell
9	376 Derry Development Inc.; and 390 Derry Development Inc.	14,850,000	2016	19,075,000	34,600,000	1-Aug-17	Sell

No.	Entity Name	Purchase Price	Acquisition Year(s)	Mortgage Debt	Appraised Value	Appraisal Date	Action plan
10	159 Carrville Development Inc.; 169 Carrville Development Inc.; and 189 Carrville Development Inc.	10,653,000	2015, 2016, 2017	15,491,500	19,600,000	7-Nov-17	Sell
11	4439 John Development Inc.; and 5507 River Development Inc.	5,209,900	2016	4,336,930	N/A	N/A	Development under consideration
12	186 Old Kennedy Development Inc.; and 31 Victory Development Inc.	34,500,000	2015, 2016	46,350,000	77,500,000	1-Jun-18	Develop
13	58 Old Kennedy Development Inc.; 82 Old Kennedy Development Inc.; and 76 Old Kennedy Development Inc.	20,800,000	2015, 2016	21,525,000	55,600,000	3-Apr-18	Sell
14	22 Old Kennedy Development Inc.; 35 Thelma Development Inc.; and 19 Turtl' Development Inc.	5,262,000	2015, 2016	4,890,000	10,400,000	2017-Apr-5 and 2018-Apr-03	Sell
15	4550 Steeles Development Inc.	11,700,000	2016	12,000,000	30,900,000	3-Apr-18	Sell
16	9500 Dufferin Development Inc.	14,750,000	2017	13,500,000	14,750,000	25-Aug-17	Sell
17	27 Anglin Development Inc.; and 29 Anglin Development Inc.	6,170,000	2016	6,923,500	12,100,000	15-Jun-17	Sell
18	2358825 Ontario Ltd. (Birchmount)	N/A	N/A	8,550,000	N/A	N/A	Complete closing
<b>Total</b>		<b>154,484,287</b>		<b>218,494,930</b>	<b>354,440,000</b>		
Note: Mortgage balances above are before certain interest, costs and fees, which continue to accrue.							

16. Although I continue to have confidence in all of the Projects, as set out above, the reality is that the Forme Group does not have the liquidity required to fund the development costs for all of the Projects. I am also cognizant that some of my stakeholders have lost confidence in me and the Forme Group because I have been unable to advance the projects as planned, which, as explained, is due to, *inter alia*, liquidity constraints resulting from the persistent delays. I also want to make sure that this process maximizes value for the creditors of each Property and for the Forme Group's other creditors where possible.

**(a) Projects being Retained**

17. As discussed above, the Forme Group proposes that certain Projects be excluded from the sale process to be sought.

(i) Birchmount Gardens

18. Birchmount Gardens, located at 1483 Birchmount Road, is a group of urban townhouses in Scarborough. Birchmount Gardens is fully sold and construction is completed. Closing remains subject to receiving the final certificate of occupancy and a few other steps which we anticipate to occur by not later than the end of 2018, and likely earlier. We expect the proceeds from closing to be sufficient to repay all outstanding mortgages on the Property; limited interim funding will be required to get to closing.

(ii) 186 Old Kennedy/Victory Properties

19. The 186 Old Kennedy/Victory Properties is one portion of the Pacific Projects owned by the Forme Group intended for the development of 222 townhomes into the Pacific Gardens. The Forme Group is the second largest owner of Property within a larger development known as the Milliken Centre Secondary Plan, including the 186 Old Kennedy/Victory Properties (as well as the other Properties listed above which form part of the Pacific Gardens Properties).
20. Based on my experience and history in the real estate development market, I believe the 186 Old Kennedy/Victory Properties have significant equity in them and will create significant value for my stakeholders. The values of the 186 Old Kennedy/Victory Properties are supported by the C&W appraisals as well as the TD review of the appraisals, property information, related development plans and the “as is” value, based on comparative transactions.
21. The current plan with respect to the Pacific Projects is two-fold. First, we intend to continue development of the 186 Old Kennedy/Victory Properties with the DIP Financing (subject to Court approval, as discussed below), which I believe will maximize value for its creditors. Second, the remaining properties comprising the Pacific Projects are to be listed for sale as soon as possible after Court approval of the sale process, and based on the C&W appraisals and TD’s value estimates, are expected to generate substantial recoveries beyond the mortgages which will be used to satisfy my guarantees on other Projects.

22. While the 186 Old Kennedy/Victory Properties are being developed, and subject to approval of the proposed DIP financing facility (but after the comeback motion), I intend to cause the applicable mortgagors to service the mortgages on those properties. In the event the sale process is less successful than anticipated, I am prepared to sell the 186 Old Kennedy/Victory Properties; however, that decision will be made at a later date, based on input from TD and KSV, if appointed Monitor.

(iii) Niagara Falls Project

23. The Niagara Falls Properties are a number Properties acquired for the purpose of the construction of a number of condominium suites. The Properties are situated in a prime Niagara Falls location, just blocks from the Fallsview casino and minutes to the Rainbow Bridge crossing to the United States. We have already spent significant time and resources to obtain the development approvals but that is still in process. Although I would like to continue with development of this Project, I will be discussing this and the cash requirements to continue development with KSV (if the CCAA is granted) before any decisions are made. If we determine to continue with development of the Niagara Falls Properties, we will continue to service the mortgage obligations on those Properties (after the comeback motion).

**(b) Remaining Projects**

24. The present intention is to return to Court as soon as possible to seek approval of a sale process to be led by KSV (assuming it is appointed Monitor) and TD (assuming its listing agreement is approved by the Court) that would see the balance of the Properties listed for sale forthwith. In fact, we have already taken steps to move forward in that regard. In consultation with KSV, we felt it was important to retain a real estate advisor from the outset so that we could present a clear plan as part of this Application and move forward without delay.
25. I assume that the mortgagees will not want to participate in, nor will they likely support, an uncertain and protracted process, and I believe the early engagement of TD and the listing of the Properties in the near term will assist in expediting the sale of the Properties that are to be listed for sale. The process is intended to provide transparency and certainty

to all stakeholders; not a drawn out CCAA proceeding with an uncertain direction. I understand that the details of TD's engagement will be set out in the pre-filing report of KSV and that such report will also provide commentary on the reasonableness of the terms of TD's engagement based on KSV's experience and expertise in this area.

#### **IV. FINANCIAL POSITION OF THE FORME GROUP**

##### **(a) Financial Statements**

26. Attached as Exhibit "B" is the most recent available financial information for the Applicants, being non-consolidated internal financial statements as at October 31, 2018. The Forme Group has never been required to have its financial statements audited. As such, the information provided is what is currently available. In discussing this with KSV, I understand that further work may need to be done to update our financial statements or provide further financial information to KSV and/or the Court.

##### **(b) Secured Obligations of the Forme Group**

27. As discussed above, the Project Summary provides a summary of the mortgage obligations on each Property with mortgage obligations outstanding with a total aggregate of approximately \$220 million. Some of the mortgages are cross-collateralized. Certain of the amounts owing to the mortgagees listed on the Project Summary may exclude interest and costs, which continue to accrue.

##### **(c) Unsecured Obligations of the Forme Group**

28. In addition to the above, the Forme Group, on a consolidated basis, has unsecured obligations owing to third parties, including consultants and other service providers. My accounting department is continuing to bring my financial statements up to-date, so these amounts are subject to change.

29. The Forme Group is current with respect to sales tax remittances and its payroll obligations. Forme Development maintains a group benefit plan for its employees and is current on all premiums. Forme Development's employees are not unionized and there is no pension plan.

## V. CASH MANAGEMENT

### (a) Bank Accounts

30. Each entity in the Forme Group maintains individual bank accounts, meaning that there are over 20 bank accounts. Currently, the Forme Group has approximately \$230,000 in its accounts in total. I am a signatory on all accounts. The bank accounts are not consolidated. There is no centralized cash management system. Monies are periodically transferred from one account to another, based on the cash requirements of the entities. We track and account for all intercompany transfers. Monies from the project accounts are also transferred from each entity to Forme Development to fund head office costs, such as payroll, rent and utilities. Going forward, if the DIP Financing is approved, I understand that advances will be made to a Monitor's trust account and then funds will be disbursed from there either to us or to creditors, as needed. Deposits on sales are kept in segregated accounts and are not part of the bank balances referenced above.

### (b) Intercompany Loans

31. From time to time, various members of the Forme Group have advanced funds by way of an intercompany loan to another member to cover ongoing costs. We are in the process of doing reconciliations but with a small staff, we have not been able to complete the reconciliation. I expect to be working with the Monitor to continue to do this work in the coming weeks.

## VI. THE PROPOSED CCAA PROCEEDINGS AND REQUESTED RELIEF

32. As set out above, the Forme Group is facing severe liquidity issues and is unable to service its debts. We have already received several demand or default notices as well as notices under Section 244 ("**244 Notices**") of the *Bankruptcy and Insolvency Act*. Additionally on November 1, 2018, the Forme Group missed interest payments on all of its outstanding mortgages. Among the correspondence and notices we have received are: (a) three (3) 244 Notices in respect of mortgages on properties owned by 58 Old Kennedy Development Inc., 76 Old Kennedy Development Inc. and 82 Old Kennedy Development Inc. and (collectively, "**58/76/82 Old Kennedy**"); (b) a judgment for possession in respect of the mortgage on 9500 Dufferin Development Inc. ("**9500 Dufferin**"); and (c) demand letters

purporting to enclose 244 Notices with respect to 159 Carville Development Inc. (“**159 Carville**”), 250 Danforth Development Inc. (“**250 Danforth**”), 3310 Kingston Development Inc. (“**3310 Kingston**”) and 1296 Kennedy Development Inc. (“**1296 Kennedy**” and together with 58/76/82 Old Kennedy, 9500 Dufferin, 159 Carville, 250 Danforth, 3310 Kingston, the “**NOI Companies**”).

33. In response to the 244 Notices and judgement for possession: (a) 58/76/82 Old Kennedy each filed a notice of intention (“**NOI**”) to make a proposal under the BIA on October 26, 2018; (b) 9500 Dufferin filed an NOI on November 1, 2018; (c) 250 Danforth, 3310 Kingston and 1296 Kennedy each filed an NOI on November 2, 2018; and (d) 159 Carrville filed an NOI on November 5, 2018 (collectively, the “**NOI Proceedings**”). Attached as Exhibit “C” are the certificates of filing for the NOI Proceedings other than the 159 Carrville certificate which I understand is pending. KSV was appointed as the proposal trustee in each of those proceedings.

**(a) The Applicants are Insolvent**

34. I am advised by Jennifer Stam of Goldman, Sloan, Nash & Haber LLP, the Forme Group’s legal counsel, that the CCAA requires that: (i) one or more applicants thereunder must be subject to claims that in the aggregate exceed \$5 million; and (ii) the applicant(s) must be insolvent in order for a CCAA application to be granted and an Initial CCAA Order made by the Court.
35. As noted above, the aggregate claims against the Applicants exceed the requirements of the CCAA. Further, and for the reasons set out in this affidavit including the filing of the NOI Proceedings and the missed interest payments on all mortgages, the Applicants are insolvent and are unable to meet their obligations as they come due without the benefit of an Initial CCAA Order and DIP Financing (discussed below).

**(b) The Applicants’ Cash Flow Projections**

36. The Applicants, with the assistance of KSV, have prepared a cash flow projection for operations for the period November 5, 2018 to December 9, 2018, assuming the relief sought is granted. A copy of the cash flow projection will be attached to KSV’s pre-filing



report. The Applicants will require DIP Financing to fund these proceedings as there are currently insufficient funds to fund the process. The funding will be used to service the debt on the retained projects, and fund head office costs such as payroll and rent, some development activity and professional costs. The status of obtaining DIP Financing is discussed below.

## **VII. PROPOSED INITIAL CCAA ORDER**

37. The Applicants are seeking the Initial CCAA Order substantially in the form of the model order adopted for CCAA proceedings commenced in Toronto, Ontario, subject to certain changes as reflected in the proposed form of order contained in the Applicants' Application Record. Certain key relief sought is set out below.

### **(a) Certain Key Terms of the Initial Order**

#### *(i) Conversion of NOI Proceedings*

38. The conversion of the NOI Proceedings into a single CCAA proceeding with the other entities in the Forme Group will provide for administrative efficiencies within this process. There is no benefit to keeping the NOI Companies in NOI Proceedings with the balance of the Forme Group in CCAA. Additionally, the NOI Companies require funding that is contemplated to come from DIP funding and an administrative charge for the professionals in these proceedings. To date there have been no proposals filed nor have there been any Court appearances in the NOI Proceedings.

#### *(ii) Stay of Proceedings*

39. A stay of proceedings is required to provide protective relief during this process. In addition to the stay of proceedings for the Forme Group, the Applicants are also requesting a limited third party stay for my benefit given my personal guarantees on many of the mortgages. Allowing enforcement on personal guarantees during the pendency of the CCAA proceedings will only result in an end run around the primary purpose of the main stay of proceedings, which is to maximize recoveries for all creditors. As most of my net worth is tied up in the equity in these projects, and my intention is to use the equity realized in the CCAA proceedings to repay my creditors, I require the benefit of a stay while an

orderly restructuring process is conducted. I do not believe that any creditor will be prejudiced by the stay as I do not have the financial means to satisfy my guarantees until I can realize on my equity in certain of the Projects in any event.

(iii) Administration Charge

40. It is proposed that the Monitor, its counsel and the Applicants' counsel be granted a court-ordered charge (the "**Administration Charge**") on the assets of the Applicants as security for their pre and post-filing fees and disbursements relating to the services rendered in respect of the Applicants. On an interim basis, it is proposed that the Administration Charge will not exceed \$300,000 in the aggregate. The Administration Charge is intended to secure the fees of the Monitor, its counsel and the Applicants' counsel associated with the preparation for these CCAA proceedings and activities during the proceedings. To date, none of these parties have been paid any fees or retainers in connection with their assistance with the preparation of this Application. I am advised by Ms. Stam that there will be a "come back" hearing shortly on notice to affected creditors and I anticipate that at that time an increase in the amount of the Administration Charge will be sought.
41. The Applicants propose that the Administration Charge be granted super-priority status over all existing encumbrances with respect to the Pacific Projects and second priority status behind all first mortgages on all of the other Properties. I understand that there will need to be an accounting of professional fees and other costs on a per project basis but given the anticipated remaining equity value in the Pacific Gardens Properties, I do not see any harm or burden in granting a super-priority charge with respect to the Pacific Projects.
42. The Applicants have worked with KSV, the proposed Monitor, to estimate the proposed quantum and priority of the Administration Charge. Bobby Kofman, President of KSV, has advised me that he believes it to be reasonable and appropriate in view of the complexities of the Applicants' CCAA proceedings, lack of liquidity and the services to be provided by the beneficiaries of the Administration Charge. I also understand that KSV's pre-filing report will include commentary on this issue.

(iv) The Monitor

43. KSV has consented to act as the Court-appointed Monitor of the Applicants, subject to Court approval. KSV has prepared a pre-filing report in order to assist this Court with its consideration of the Applicants' application and the relief requested by the Applicants in connection with its CCAA filing.
44. KSV is a trustee within the meaning of Section 2 of the *Bankruptcy and Insolvency Act* (Canada), as amended, and is not subject to any of the restrictions set out in section 11.7(2) of the CCAA.
45. KSV has been working closely with me for the last two weeks to consider the issues relevant to a successful proceeding under the CCAA, meaning a process that has the opportunity to expediently conduct a process that maximizes value for the creditors, protects the interests of those creditors, and provides me the opportunity to do that on an orderly basis. KSV has been working with my legal advisors and TD since shortly after I contacted KSV. KSV is now largely familiar with the status of the Projects and the financial issues and challenges confronting the Forme Group. KSV's oversight of the intended sale process will provide stakeholders with independent oversight by a court officer so that they have confidence that the process is being advanced appropriately.
46. KSV, as proposed monitor, is supportive of the relief being sought in the Initial Order, including, among other things, the existence and amounts of the proposed Court-ordered charges.

(v) DIP Financing

47. As discussed above, the Forme Group does not have sufficient liquidity to fund this process absent debtor-in-possession financing ("**DIP Financing**"). KSV, given its specialization in insolvency and real estate, has canvassed potential real estate lenders for DIP Financing.
48. I am advised by KSV that it solicited two proposals to provide a DIP facility. Both parties submitted DIP proposals and negotiations as to a DIP term sheet are in final stages. I anticipate that the agreed on form of DIP term sheet with the chosen DIP lender will be finalized prior to the hearing of this application but if not, very shortly after this application.

49. The DIP loan is integral to achieving the objectives of an orderly sale process and maximizing value. Absent DIP financing, the Forme Group will be unable to fund the costs of this process, which will be to the detriment of all stakeholders.
50. As set out in the cash flow, the Forme Group has an immediate and urgent need for borrowings under the DIP Facility of up to \$750,000. As such, if the DIP term sheet is finished by this initial application, the Forme Group will be requesting approval of a term sheet that provides for a \$5 million DIP facility with an interim limit on borrowing of a maximum of \$750,000. The security for the DIP Financing will be the Pacific Gardens Properties only in second priority after the Administration Charge but ahead of the first mortgage. As the DIP Financing will be used to fund the sales and any development work on the other Projects, use of funds and allocation thereunder will be accomplished through the Intercompany Charge (defined and discussed below).
51. I expect that the Forme Group will return to Court on notice to affected parties to seek a subsequent increase to the DIP Financing (i.e. from the interim amount of \$750,000 to \$5 million, being the maximum amount available under the DIP Facility).

(vi) Intercompany Charge

52. As set out above, from time to time, funds from one Project may be loaned to another Project and from a Project to Forme Development to fund head office and administrative costs. During this CCAA process, it is likely there will be funds used from the DIP Financing which will be secured against the Pacific Projects only for the benefit of the completion or sale of other Properties. We will work with the Monitor to account for any such transfers. For the protection of the creditors of the lending entity, the Applicants are proposing an intercompany charge to secure such loans.

(vii) Ranking of Court-Ordered Charges and Comeback Motion

53. The Applicants are seeking approval of the court-ordered charges set out as follows:

(a) Administration Charge (to an interim maximum of \$300,000):

(ii) First priority over all encumbrances with respect to the Pacific Projects; and

- (iii) Second priority over all encumbrances after the first mortgage on all other property or assets of the Applicants.
- (b) DIP Lender's Charge: Second priority over all encumbrances other than the Administration Charge on the Pacific Projects.
- (c) Intercompany Charge: Third priority charge after the first mortgage and Administration Charge on all Properties other than the Pacific Gardens Properties.

*(viii) Retention of TD*


- 54. As set out above, in order to be proactive, the Forme Group has retained TD to advise on real estate matters and assist to develop a sale process. TD's engagement letter is subject to Court approval. As set out above, the pre-filing report will also include observations regarding the reasonableness of the commercial terms of TD's retention. TD's real estate expertise is integral to the success of this process. KSV has worked with TD's realtors successfully on several matters, including the Urbancorp CCAA proceeding.
- 55. In order to advance the restructuring process expediently, I am of the view that TD's engagement letter should be approved at this time as it will require several weeks to prepare the properties for sale. Delaying such approval will mean work cannot start immediately as TD requires the certainty of Court approval of its retention. TD has advised KSV that it would like to use the pre-holiday period to prepare its materials so that the sale process can be launched as quickly as possible, ideally before the holiday season, but that is uncertain. Additionally, TD has expertise that will benefit the process before the sale process commences.


**VIII. CONCLUSION**

- 56. The relief sought in the Initial CCAA Order, including the stay of proceedings, has been tailored to the Applicants' particular circumstances and will provide the Applicants with the protections and breathing room that it needs in order to continue to focus on its goal of maximizing value for stakeholders.

57. I am confident that the granting of the Initial CCAA Order, with the relief requested, is in the best interests of the Applicants and its many stakeholders.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 5<sup>th</sup> day of November, 2018.

  
\_\_\_\_\_  
Commissioner for taking affidavits

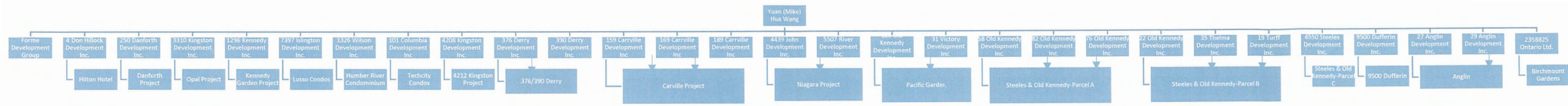
  
\_\_\_\_\_  
Yuan Hua Wang

**Schedule "A" – List of Applicants**

2358825 Ontario Ltd.  
27 Anglin Development Inc.  
29 Anglin Development Inc.  
4 Don Hillock Development Inc.  
250 Danforth Development Inc.  
3310 Kingston Development Inc.  
1296 Kennedy Development Inc.  
7397 Islington Development Inc.  
1326 Wilson Development Inc.  
101 Columbia Development Inc.  
4208 Kingston Development Inc.  
376 Derry Development Inc.  
390 Derry Development Inc.  
189 Carrville Development Inc.  
169 Carrville Development Inc.  
159 Carrville Development Inc.  
5507 River Development Inc.  
4439 John Development Inc.  
186 Old Kennedy Development Inc.  
31 Victory Development Inc.  
58 Old Kennedy Development Inc.  
76 Old Kennedy Development Inc.  
82 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.

# TAB A






This is Exhibit "A" referred to in the affidavit of Yuan Hua Wang sworn before me at Toronto this 5 day of November, 2018.

*[Signature]*  
A Commissioner for taking Affidavits for Ontario

## **TAB B**

4 Don Hillock Development Inc.  
**Balance Sheet**  
 As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-196,056.25
Total Accounts Receivable	26,122.03
Total Other Current Assets	<u>1,013,473.80</u>
<b>Total Current Assets</b>	843,539.58
<b>TOTAL ASSETS</b>	<u><u>843,539.58</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	844,123.72
Total Long Term Liabilities	<u>910.00</u>
<b>Total Liabilities</b>	845,033.72
<b>Equity</b>	
32000 - Retained Earnings	-548.64
Net Income	<u>-945.50</u>
<b>Total Equity</b>	-1,494.14
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>843,539.58</u></u>

This is Exhibit "B" referred to in the  
 affidavit of Yuan Hua Wang  
 sworn before me at Toronto  
 this 5 day of November 20 18  
  
 A Commissioner for taking Affidavits for Ontario

**4 Don Hillock Development Inc.**  
**Profit & Loss**  
 December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
Ordinary Income/Expense												
Expense												
60400 - Bank Service Charges	0.00	97.00	11.50	57.75	176.00	6.00	26.75	9.25	61.25	0.00	500.00	945.50
Total Expense	<u>0.00</u>	<u>97.00</u>	<u>11.50</u>	<u>57.75</u>	<u>176.00</u>	<u>6.00</u>	<u>26.75</u>	<u>9.25</u>	<u>61.25</u>	<u>0.00</u>	<u>500.00</u>	<u>945.50</u>
Net Ordinary Income	<u>0.00</u>	<u>-97.00</u>	<u>-11.50</u>	<u>-57.75</u>	<u>-176.00</u>	<u>-6.00</u>	<u>-26.75</u>	<u>-9.25</u>	<u>-61.25</u>	<u>0.00</u>	<u>-500.00</u>	<u>-945.50</u>
Net Income	<u>0.00</u>	<u>-97.00</u>	<u>-11.50</u>	<u>-57.75</u>	<u>-176.00</u>	<u>-6.00</u>	<u>-26.75</u>	<u>-9.25</u>	<u>-61.25</u>	<u>0.00</u>	<u>-500.00</u>	<u>-945.50</u>

39

19 Turff Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-86,146.88
Total Accounts Receivable	4,157.59
Total Other Current Assets	<u>657,872.20</u>
<b>Total Current Assets</b>	<u>575,882.91</u>
<b>TOTAL ASSETS</b>	<u><u>575,882.91</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>525,676.65</u>
<b>Total Liabilities</b>	525,676.65
<b>Equity</b>	
32000 · Retained Earnings	11,324.83
Net Income	<u>38,881.43</u>
<b>Total Equity</b>	<u>50,206.26</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>575,882.91</u></u>

**19 Turff Development Inc.**  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
<b>42000 - Income</b>												
42001 - Rental Income	0.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	38,900.00
<b>Total 42000 - Income</b>	<u>0.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>38,900.00</u>
<b>Total Income</b>	<u>0.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>38,900.00</u>
<b>Gross Profit</b>	0.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	3,890.00	38,900.00
<b>Expense</b>												
60400 - Bank Service Charges	0.00	18.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.57
<b>Total Expense</b>	<u>0.00</u>	<u>18.57</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>18.57</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>3,871.43</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>38,881.43</u>
<b>Net Income</b>	<u>0.00</u>	<u>3,871.43</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>3,890.00</u>	<u>38,881.43</u>

22 Old Kennedy Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	28,289.83
Total Accounts Receivable	1,588.37
Total Other Current Assets	<u>1,089,060.00</u>
<b>Total Current Assets</b>	1,118,938.20
<b>Other Assets</b>	
Total 18000 - Working In Process	<u>595,307.39</u>
<b>Total Other Assets</b>	<u>595,307.39</u>
<b>TOTAL ASSETS</b>	<u><u>1,714,245.59</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>621,560.14</u>
<b>Total Liabilities</b>	621,560.14
<b>Equity</b>	
32000 - Retained Earnings	1,073,486.95
Net Income	<u>19,198.50</u>
<b>Total Equity</b>	<u>1,092,685.45</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,714,245.59</u></u>

**22 Old Kennedy Development Inc.**  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
42500 - Rental Income	0.00	1,695.00	0.00	3,400.00	0.00	2,825.00	2,825.00	2,825.00	2,825.00	2,825.00	0.00	19,220.00
<b>Total Income</b>	<u>0.00</u>	<u>1,695.00</u>	<u>0.00</u>	<u>3,400.00</u>	<u>0.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>0.00</u>	<u>19,220.00</u>
<b>Gross Profit</b>	0.00	1,695.00	0.00	3,400.00	0.00	2,825.00	2,825.00	2,825.00	2,825.00	2,825.00	0.00	19,220.00
<b>Expense</b>												
60400 - Bank Service Charges	0.00	7.50	7.00	7.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.50
<b>Total Expense</b>	<u>0.00</u>	<u>7.50</u>	<u>7.00</u>	<u>7.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>21.50</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>1,687.50</u>	<u>-7.00</u>	<u>3,393.00</u>	<u>0.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>0.00</u>	<u>19,198.50</u>
<b>Net Income</b>	<u>0.00</u>	<u>1,687.50</u>	<u>-7.00</u>	<u>3,393.00</u>	<u>0.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>2,825.00</u>	<u>0.00</u>	<u>19,198.50</u>

LP



27 Anglin Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-1,870,479.64
Total Accounts Receivable	0.00
Total Other Current Assets	<u>1,395,152.87</u>
<b>Total Current Assets</b>	-475,326.77
<b>Other Assets</b>	
Total 14000 - Work In Process	3,893,830.14
18600 - Advance Holdback	1,000.00
18700 - Security Deposits Asset	<u>126,637.50</u>
<b>Total Other Assets</b>	<u>4,021,467.64</u>
<b>TOTAL ASSETS</b>	<u><u>3,546,140.87</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>3,525,719.36</u>
<b>Total Liabilities</b>	3,525,719.36
<b>Equity</b>	
32000 - Retained Earnings	4,648.95
Net Income	<u>15,772.56</u>
<b>Total Equity</b>	<u>20,421.51</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>3,546,140.87</u></u>

41

**27 Anglin Development Inc.**  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
42100 - Rent Income	<u>0.00</u>	<u>0.00</u>	<u>6,601.00</u>	<u>2,300.00</u>	<u>2,300.00</u>	<u>2,300.00</u>	<u>0.00</u>	<u>2,300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,801.00</u>
<b>Total Income</b>	<u>0.00</u>	<u>0.00</u>	<u>6,601.00</u>	<u>2,300.00</u>	<u>2,300.00</u>	<u>2,300.00</u>	<u>0.00</u>	<u>2,300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,801.00</u>
<b>Gross Profit</b>	0.00	0.00	6,601.00	2,300.00	2,300.00	2,300.00	0.00	2,300.00	0.00	0.00	0.00	15,801.00
<b>Expense</b>												
60400 - Bank Service Charges	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>21.44</u>	<u>28.44</u>
<b>Total Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>21.44</u>	<u>28.44</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>0.00</u>	<u>6,601.00</u>	<u>2,300.00</u>	<u>2,300.00</u>	<u>2,300.00</u>	<u>-7.00</u>	<u>2,300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-21.44</u>	<u>15,772.56</u>
<b>Net Income</b>	<u>0.00</u>	<u>0.00</u>	<u>6,601.00</u>	<u>2,300.00</u>	<u>2,300.00</u>	<u>2,300.00</u>	<u>-7.00</u>	<u>2,300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-21.44</u>	<u>15,772.56</u>

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01/11/18  
Accrual Basis

29 Anglin Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-299,256.74
Total Other Current Assets	<u>524,883.01</u>
Total Current Assets	<u>225,626.27</u>
<b>TOTAL ASSETS</b>	<u><u>225,626.27</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>225,626.27</u>
Total Liabilities	<u>225,626.27</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>225,626.27</u></u>

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6:02 PM  
01/11/18  
Accrual Basis

29 Anglin Development Inc.  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	Dec 31, 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	TOTAL
Net Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

117

31 Victory Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-1,059,211.38
Total Accounts Receivable	3,104.51
Total Other Current Assets	<u>1,055,100.00</u>
Total Current Assets	-1,006.87
<b>Other Assets</b>	
Total 12000 · Work In Progress	<u>664,179.26</u>
Total Other Assets	<u>664,179.26</u>
<b>TOTAL ASSETS</b>	<b><u><u>663,172.39</u></u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>668,137.10</u>
Total Liabilities	668,137.10
<b>Equity</b>	
32000 · Retained Earnings	-107.21
Net Income	<u>-4,857.50</u>
Total Equity	<u>-4,964.71</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>663,172.39</u></u></b>

31 Victory Development Inc.  
**Profit & Loss**  
 December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
Ordinary Income/Expense												
Expense												
60400 - Bank Service Charges	0.00	7.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,800.00	4,807.50
66700 - Professional Fees	0.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
Total Expense	<u>0.00</u>	<u>7.50</u>	<u>0.00</u>	<u>300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,800.00</u>	<u>5,107.50</u>
Net Ordinary Income	0.00	-7.50	0.00	-300.00	0.00	0.00	0.00	0.00	0.00	0.00	-4,800.00	-5,107.50
Other Income/Expense												
Other Expense												
80000 - Ask My Accountant	0.00	0.00	0.00	-250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-250.00
Total Other Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-250.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-250.00</u>
Net Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250.00</u>
Net Income	<u>0.00</u>	<u>-7.50</u>	<u>0.00</u>	<u>-50.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-4,800.00</u>	<u>-4,857.50</u>

35 Thelma Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	518,050.10
Total Accounts Receivable	10,400.00
<b>Total Current Assets</b>	528,450.10
<b>Other Assets</b>	
Total 18300 - Work in Process	372,851.84
<b>Total Other Assets</b>	372,851.84
<b>TOTAL ASSETS</b>	<u><u>901,301.94</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	878,330.98
<b>Total Liabilities</b>	878,330.98
<b>Equity</b>	
32000 - Retained Earnings	-519.79
Net Income	23,490.75
<b>Total Equity</b>	22,970.96
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>901,301.94</u></u>

47

**35 Thelma Development Inc.**  
**Profit & Loss**  
 December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
42500 - Rent Income	0.00	0.00	0.00	2,938.00	2,938.00	2,938.00	2,938.00	2,938.00	2,938.00	2,938.00	2,938.00	23,504.00
<b>Total Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>23,504.00</u>
<b>Gross Profit</b>	0.00	0.00	0.00	2,938.00	2,938.00	2,938.00	2,938.00	2,938.00	2,938.00	2,938.00	2,938.00	23,504.00
<b>Expense</b>												
60400 - Bank Service Charges	0.00	7.25	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.25
<b>Total Expense</b>	<u>0.00</u>	<u>7.25</u>	<u>6.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>13.25</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>-7.25</u>	<u>-6.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>23,490.75</u>
<b>Net Income</b>	<u>0.00</u>	<u>-7.25</u>	<u>-6.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>2,938.00</u>	<u>23,490.75</u>

48



58 Old Kennedy Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-2,855,647.49
Total Other Current Assets	<u>2,847,615.37</u>
<b>Total Current Assets</b>	-8,032.12
<b>Other Assets</b>	
Total 18000 - Work In Process	<u>342,121.90</u>
<b>Total Other Assets</b>	<u>342,121.90</u>
<b>TOTAL ASSETS</b>	<u><u>334,089.78</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>330,360.78</u>
<b>Total Liabilities</b>	330,360.78
<b>Equity</b>	
Net Income	<u>3,729.00</u>
<b>Total Equity</b>	<u>3,729.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>334,089.78</u></u>

**58 Old Kennedy Development Inc.**  
**Profit & Loss**  
 December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
Ordinary Income/Expense												
Income												
42300 - Rental Income	0.00	0.00	0.00	3,729.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,729.00
Total Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,729.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,729.00</u>
Gross Profit	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,729.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,729.00</u>
Net Ordinary Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,729.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,729.00</u>
Net Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,729.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,729.00</u>

SD

76 Old Kennedy Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-35,935.25
Total Accounts Receivable	6,907.48
Total Other Current Assets	<u>105,700.00</u>
<b>Total Current Assets</b>	76,672.23
<b>Other Assets</b>	
Total 19000 - Construcion In Process	<u>619,888.79</u>
<b>Total Other Assets</b>	<u>619,888.79</u>
<b>TOTAL ASSETS</b>	<u><u>696,561.02</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>585,291.92</u>
<b>Total Liabilities</b>	585,291.92
<b>Equity</b>	
32000 - Retained Earnings	76,007.74
Net Income	35,261.36
<b>Total Equity</b>	<u>111,269.10</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>696,561.02</u></u>

**76 Old Kennedy Development Inc.**  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
42500 · Rental Income	0.00	0.00	0.00	13,560.00	0.00	4,520.00	0.00	4,520.00	4,520.00	4,520.00	4,520.00	36,160.00
<b>Total Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>13,560.00</u>	<u>0.00</u>	<u>4,520.00</u>	<u>0.00</u>	<u>4,520.00</u>	<u>4,520.00</u>	<u>4,520.00</u>	<u>4,520.00</u>	<u>36,160.00</u>
<b>Gross Profit</b>	0.00	0.00	0.00	13,560.00	0.00	4,520.00	0.00	4,520.00	4,520.00	4,520.00	4,520.00	36,160.00
<b>Expense</b>												
60400 · Bank Service Charges	0.00	7.50	0.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	0.00	21.50
66700 · Professional Fees	0.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
67200 · Repairs and Maintenance	0.00	0.00	0.00	577.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	577.14
<b>Total Expense</b>	<u>0.00</u>	<u>7.50</u>	<u>0.00</u>	<u>877.14</u>	<u>7.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>898.64</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>-7.50</u>	<u>0.00</u>	<u>12,682.86</u>	<u>-7.00</u>	<u>4,520.00</u>	<u>0.00</u>	<u>4,513.00</u>	<u>4,520.00</u>	<u>4,520.00</u>	<u>4,520.00</u>	<u>35,261.36</u>
<b>Net Income</b>	<u>0.00</u>	<u>-7.50</u>	<u>0.00</u>	<u>12,682.86</u>	<u>-7.00</u>	<u>4,520.00</u>	<u>0.00</u>	<u>4,513.00</u>	<u>4,520.00</u>	<u>4,520.00</u>	<u>4,520.00</u>	<u>35,261.36</u>

52

82 Old Kennedy Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-1,163,218.27
Total Accounts Receivable	1,303.90
Total Other Current Assets	<u>7,517.00</u>
<b>Total Current Assets</b>	-1,154,397.37
<b>Other Assets</b>	
Total 18300 - Work In Process	<u>2,801,784.10</u>
<b>Total Other Assets</b>	<u>2,801,784.10</u>
<b>TOTAL ASSETS</b>	<u><u>1,647,386.73</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>1,477,345.75</u>
<b>Total Liabilities</b>	1,477,345.75
<b>Equity</b>	
32000 - Retained Earnings	-395.80
Net Income	170,436.78
<b>Total Equity</b>	<u>170,040.98</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,647,386.73</u></u>

82 Old Kennedy Development Inc.  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
Income												
42500 - Rent Income	0.00	0.00	0.00	49,155.00	16,385.00	16,385.00	16,385.00	16,385.00	20,905.00	17,515.00	17,515.00	170,630.00
<b>Total Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>49,155.00</u>	<u>16,385.00</u>	<u>16,385.00</u>	<u>16,385.00</u>	<u>16,385.00</u>	<u>20,905.00</u>	<u>17,515.00</u>	<u>17,515.00</u>	<u>170,630.00</u>
Gross Profit	0.00	0.00	0.00	49,155.00	16,385.00	16,385.00	16,385.00	16,385.00	20,905.00	17,515.00	17,515.00	170,630.00
Expense												
60400 - Bank Service Charges	0.00	111.00	9.25	6.00	6.00	51.00	9.97	0.00	0.00	0.00	0.00	193.22
<b>Total Expense</b>	<u>0.00</u>	<u>111.00</u>	<u>9.25</u>	<u>6.00</u>	<u>6.00</u>	<u>51.00</u>	<u>9.97</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>193.22</u>
Net Ordinary Income	0.00	-111.00	-9.25	49,149.00	16,379.00	16,334.00	16,375.03	16,385.00	20,905.00	17,515.00	17,515.00	170,436.78
Net Income	<u>0.00</u>	<u>-111.00</u>	<u>-9.25</u>	<u>49,149.00</u>	<u>16,379.00</u>	<u>16,334.00</u>	<u>16,375.03</u>	<u>16,385.00</u>	<u>20,905.00</u>	<u>17,515.00</u>	<u>17,515.00</u>	<u>170,436.78</u>

101 Columbia Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-798,412.45
Total Accounts Receivable	9,851.97
Total Other Current Assets	<u>857,750.00</u>
<b>Total Current Assets</b>	69,189.52
<b>Other Assets</b>	
Total 18000 - Working In Progress	<u>546,695.96</u>
<b>Total Other Assets</b>	<u>546,695.96</u>
<b>TOTAL ASSETS</b>	<u><u>615,885.48</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>1,180,315.38</u>
<b>Total Liabilities</b>	1,180,315.38
<b>Equity</b>	
32000 - Retained Earnings	-438,564.39
Net Income	<u>-125,865.51</u>
<b>Total Equity</b>	<u>-564,429.90</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>615,885.48</u></u>

101 Columbia Development Inc.  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
Ordinary Income/Expense												
Income												
Construction In Process												
Soft Cost	0.00	-7,136.64	-6,413.74	-5,411.78	-6,861.03	-50,564.12	-5,510.02	-6,408.11	-17,418.90	-5,000.00	-14,991.67	-125,716.01
Total Construction In Process	0.00	-7,136.64	-6,413.74	-5,411.78	-6,861.03	-50,564.12	-5,510.02	-6,408.11	-17,418.90	-5,000.00	-14,991.67	-125,716.01
Total Income	0.00	-7,136.64	-6,413.74	-5,411.78	-6,861.03	-50,564.12	-5,510.02	-6,408.11	-17,418.90	-5,000.00	-14,991.67	-125,716.01
Gross Profit	0.00	-7,136.64	-6,413.74	-5,411.78	-6,861.03	-50,564.12	-5,510.02	-6,408.11	-17,418.90	-5,000.00	-14,991.67	-125,716.01
Expense												
60400 - Bank Service Charges	0.00	53.50	6.75	8.50	6.00	51.00	13.25	10.50	0.00	0.00	0.00	149.50
Total Expense	0.00	53.50	6.75	8.50	6.00	51.00	13.25	10.50	0.00	0.00	0.00	149.50
Net Ordinary Income	0.00	-7,190.14	-6,420.49	-5,420.28	-6,867.03	-50,615.12	-5,523.27	-6,418.61	-17,418.90	-5,000.00	-14,991.67	-125,865.51
Net Income	0.00	-7,190.14	-6,420.49	-5,420.28	-6,867.03	-50,615.12	-5,523.27	-6,418.61	-17,418.90	-5,000.00	-14,991.67	-125,865.51



159 Carrville Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-1,125,103.72
Total Accounts Receivable	0.00
Total Other Current Assets	<u>1,995,118.73</u>
Total Current Assets	<u>870,015.01</u>
<b>TOTAL ASSETS</b>	<u><u>870,015.01</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>851,222.32</u>
Total Liabilities	851,222.32
<b>Equity</b>	
32000 - Retained Earnings	2,749.69
Net Income	<u>16,043.00</u>
Total Equity	<u>18,792.69</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>870,015.01</u></u>

57

**159 Carrville Development Inc.**  
**Profit & Loss**  
 December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
42500 - Rental Income	<u>0.00</u>	<u>1,650.00</u>	<u>1,650.00</u>	<u>0.00</u>	<u>1,650.00</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,450.00</u>	<u>400.00</u>	<u>16,000.00</u>
<b>Total Income</b>	<u>0.00</u>	<u>1,650.00</u>	<u>1,650.00</u>	<u>0.00</u>	<u>1,650.00</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,450.00</u>	<u>400.00</u>	<u>16,000.00</u>
<b>Gross Profit</b>	0.00	1,650.00	1,650.00	0.00	1,650.00	2,050.00	2,050.00	2,050.00	2,050.00	2,450.00	400.00	16,000.00
<b>Expense</b>												
60400 - Bank Service Charges	<u>0.00</u>	<u>7.50</u>	<u>0.00</u>	<u>0.00</u>	<u>17.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-68.00</u>	<u>0.00</u>	<u>-43.00</u>
<b>Total Expense</b>	<u>0.00</u>	<u>7.50</u>	<u>0.00</u>	<u>0.00</u>	<u>17.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-68.00</u>	<u>0.00</u>	<u>-43.00</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>1,642.50</u>	<u>1,650.00</u>	<u>0.00</u>	<u>1,632.50</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,518.00</u>	<u>400.00</u>	<u>16,043.00</u>
<b>Net Income</b>	<u>0.00</u>	<u>1,642.50</u>	<u>1,650.00</u>	<u>0.00</u>	<u>1,632.50</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,050.00</u>	<u>2,518.00</u>	<u>400.00</u>	<u>16,043.00</u>

169 Carrville Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-961,841.87
Total Accounts Receivable	0.00
Total Other Current Assets	<u>3,604,214.56</u>
<b>Total Current Assets</b>	<u>2,642,372.69</u>
<b>TOTAL ASSETS</b>	<u><u>2,642,372.69</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>865,720.19</u>
Total Long Term Liabilities	<u>1,768,500.00</u>
<b>Total Liabilities</b>	2,634,220.19
<b>Equity</b>	
Net Income	<u>8,152.50</u>
<b>Total Equity</b>	<u>8,152.50</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>2,642,372.69</u></u>

**169 Carrville  
 Development Inc.  
 Profit & Loss  
 December 31, 2017 through October 31, 2018**

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
42500 - Rent Income	0.00	0.00	0.00	2,610.00	0.00	0.00	0.00	0.00	4,100.00	2,500.00	2,500.00	11,710.00
<b>Total Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,610.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,100.00</u>	<u>2,500.00</u>	<u>2,500.00</u>	<u>11,710.00</u>
<b>Gross Profit</b>	0.00	0.00	0.00	2,610.00	0.00	0.00	0.00	0.00	4,100.00	2,500.00	2,500.00	11,710.00
<b>Expense</b>												
60400 - Bank Service Charges	0.00	0.00	0.00	0.00	17.50	0.00	0.00	0.00	0.00	0.00	0.00	17.50
67100 - Rent Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,540.00	0.00	0.00	3,540.00
<b>Total Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>17.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,540.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,557.50</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,610.00</u>	<u>-17.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>560.00</u>	<u>2,500.00</u>	<u>2,500.00</u>	<u>8,152.50</u>
<b>Net Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,610.00</u>	<u>-17.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>560.00</u>	<u>2,500.00</u>	<u>2,500.00</u>	<u>8,152.50</u>

189 Carrville Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-1,381,214.52
Total Accounts Receivable	10,157.15
Total Other Current Assets	<u>1,436,047.00</u>
Total Current Assets	64,989.63
<b>Other Assets</b>	
18600 · Due From Shareholder	160,000.00
Total 19000 · Construction In Process	<u>1,060,152.41</u>
Total Other Assets	<u>1,220,152.41</u>
<b>TOTAL ASSETS</b>	<u><u>1,285,142.04</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>1,252,415.04</u>
Total Liabilities	1,252,415.04
<b>Equity</b>	
32000 · Retained Earnings	-3,463.00
Net Income	<u>36,190.00</u>
Total Equity	<u>32,727.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,285,142.04</u></u>

**189 Carrville  
Development Inc.  
Profit & Loss  
December 31, 2017 through October 31, 2018**

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
Ordinary Income/Expense												
Income												
4200 - Income												
42001 - Rental Income	0.00	1,300.00	2,600.00	3,900.00	3,100.00	5,700.00	3,100.00	3,100.00	1,800.00	1,800.00	1,300.00	27,700.00
Total 4200 - Income	0.00	1,300.00	2,600.00	3,900.00	3,100.00	5,700.00	3,100.00	3,100.00	1,800.00	1,800.00	1,300.00	27,700.00
42500 - Rent Income	0.00	3,600.00	3,100.00	1,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,500.00
Total Income	0.00	4,900.00	5,700.00	5,700.00	3,100.00	5,700.00	3,100.00	3,100.00	1,800.00	1,800.00	1,300.00	36,200.00
Gross Profit	0.00	4,900.00	5,700.00	5,700.00	3,100.00	5,700.00	3,100.00	3,100.00	1,800.00	1,800.00	1,300.00	36,200.00
Expense												
64800 - Office Expense	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
Total Expense	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
Net Ordinary Income	0.00	4,900.00	5,690.00	5,700.00	3,100.00	5,700.00	3,100.00	3,100.00	1,800.00	1,800.00	1,300.00	36,190.00
Net Income	0.00	4,900.00	5,690.00	5,700.00	3,100.00	5,700.00	3,100.00	3,100.00	1,800.00	1,800.00	1,300.00	36,190.00

102

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01/11/18  
Accrual Basis

250 Danforth Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-876,308.44
Total Accounts Receivable	17,109.10
Total Other Current Assets	<u>27,788,956.49</u>
Total Current Assets	<u>26,929,757.15</u>
<b>TOTAL ASSETS</b>	<u><u>26,929,757.15</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>16,506,294.13</u>
Total Long Term Liabilities	<u>8,286,323.51</u>
Total Liabilities	24,792,617.64
<b>Equity</b>	
Total 30100 - Preferred Shares	2,345,536.47
32000 - Retained Earnings	-149,691.73
Net Income	<u>-58,705.23</u>
Total Equity	<u>2,137,139.51</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>26,929,757.15</u></u>

103

**250 Danforth  
Development Inc.  
Profit & Loss  
December 31, 2017 through October 31, 2018**

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Expense</b>												
80100 · Auto and Truck Expenses	0.00	2,158.87	0.00	194.96	189.47	325.71	526.11	33.53	62.51	125.00	0.00	3,616.16
60400 · Bank Service Charges	0.00	777.76	514.51	581.82	295.90	215.55	319.98	94.40	99.90	80.42	0.00	2,980.24
64300 · Meals and Entertainment	0.00	0.00	0.00	831.33	692.30	1,590.25	240.90	0.00	0.00	0.00	0.00	3,354.78
64900 · Office Supplies	0.00	167.27	125.81	178.00	945.05	75.94	0.00	0.00	0.00	0.00	0.00	1,482.07
64910 · Vehicle Expense	0.00	3,863.96	3,599.76	5,853.68	3,599.68	3,599.68	3,599.68	3,599.68	3,599.68	3,599.68	0.00	34,915.48
64920 · Travelling Expense	0.00	0.00	0.00	0.00	0.00	2,204.25	0.00	0.00	0.00	0.00	0.00	2,204.25
88700 · Professional Fees	0.00	0.00	0.00	1,200.00	0.00	6,000.00	0.00	0.00	0.00	0.00	0.00	7,200.00
67200 · Repairs and Maintenance	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00
88100 · Telephone Expense	0.00	11.87	11.87	11.87	11.87	11.87	63.59	0.00	0.00	0.00	0.00	122.94
68600 · Utilities	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
<b>Total Expense</b>	<u>0.00</u>	<u>6,979.73</u>	<u>4,261.95</u>	<u>8,856.66</u>	<u>5,734.27</u>	<u>14,023.25</u>	<u>4,750.26</u>	<u>3,727.61</u>	<u>3,762.09</u>	<u>3,805.10</u>	<u>0.00</u>	<u>55,900.92</u>
<b>Net Ordinary Income</b>	0.00	-6,979.73	-4,261.95	-8,856.66	-5,734.27	-14,023.25	-4,750.26	-3,727.61	-3,762.09	-3,805.10	0.00	-55,900.92
<b>Other Income/Expense</b>												
<b>Other Expense</b>												
80000 · Ask My Accountant	0.00	1,344.91	0.00	1,459.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,804.31
<b>Total Other Expense</b>	<u>0.00</u>	<u>1,344.91</u>	<u>0.00</u>	<u>1,459.40</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,804.31</u>
<b>Net Other Income</b>	<u>0.00</u>	<u>-1,344.91</u>	<u>0.00</u>	<u>-1,459.40</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-2,804.31</u>
<b>Net Income</b>	<u>0.00</u>	<u>-8,324.64</u>	<u>-4,261.95</u>	<u>-10,316.06</u>	<u>-5,734.27</u>	<u>-14,023.25</u>	<u>-4,750.26</u>	<u>-3,727.61</u>	<u>-3,762.09</u>	<u>-3,805.10</u>	<u>0.00</u>	<u>-58,705.23</u>

104



376 Derry Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-511,544.39
Total Accounts Receivable	4,427.35
Total Other Current Assets	<u>5,127,700.16</u>
Total Current Assets	4,620,583.12
<b>Other Assets</b>	
Total 18000 - Work in process	<u>13,562,486.51</u>
Total Other Assets	<u>13,562,486.51</u>
<b>TOTAL ASSETS</b>	<b><u>18,183,069.63</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>3,993,784.07</u>
Total Long Term Liabilities	<u>15,275,000.00</u>
Total Liabilities	19,268,784.07
<b>Equity</b>	
32000 - Unrestricted Net Assets	-1,122,128.30
Net Income	<u>36,413.86</u>
Total Equity	<u>-1,085,714.44</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>18,183,069.63</u></b>



376 Derry Development Inc.  
Profit & Loss  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
42500 - Rental Income	0.00	1,000.00	3,000.00	1,000.00	5,678.00	2,000.00	1,017.00	4,000.00	14,560.00	15,916.00	14,959.00	63,130.00
42600 - Rental Income - Parking	0.00	0.00	0.00	0.00	0.00	1,356.00	339.00	1,864.50	0.00	0.00	0.00	3,559.50
<b>Total Income</b>	<u>0.00</u>	<u>1,000.00</u>	<u>3,000.00</u>	<u>1,000.00</u>	<u>5,678.00</u>	<u>3,356.00</u>	<u>1,356.00</u>	<u>5,864.50</u>	<u>14,560.00</u>	<u>15,916.00</u>	<u>14,959.00</u>	<u>66,689.50</u>
<b>Gross Profit</b>	0.00	1,000.00	3,000.00	1,000.00	5,678.00	3,356.00	1,356.00	5,864.50	14,560.00	15,916.00	14,959.00	66,689.50
<b>Expense</b>												
60400 - Bank Service Charges	0.00	103.50	21.44	44.94	32.92	32.06	40.78	0.00	0.00	0.00	0.00	275.64
<b>Total Expense</b>	<u>0.00</u>	<u>103.50</u>	<u>21.44</u>	<u>44.94</u>	<u>32.92</u>	<u>32.06</u>	<u>40.78</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>275.64</u>
<b>Net Ordinary Income</b>	0.00	896.50	2,978.56	955.06	5,645.08	3,323.94	1,315.22	5,864.50	14,560.00	15,916.00	14,959.00	66,413.86
<b>Other Income/Expense</b>												
<b>Other Expense</b>												
80000 - Ask My Accountant	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00
<b>Total Other Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>
<b>Net Other Income</b>	0.00	0.00	-30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-30,000.00
<b>Net Income</b>	<u>0.00</u>	<u>896.50</u>	<u>-27,021.44</u>	<u>955.06</u>	<u>5,645.08</u>	<u>3,323.94</u>	<u>1,315.22</u>	<u>5,864.50</u>	<u>14,560.00</u>	<u>15,916.00</u>	<u>14,959.00</u>	<u>36,413.86</u>

66

390 Derry Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	274,842.69
Total Accounts Receivable	24,947.50
Total Other Current Assets	<u>1,509,627.50</u>
Total Current Assets	1,809,417.69
<b>Other Assets</b>	
Total 14000 - Working In Progress	<u>902,783.72</u>
Total Other Assets	<u>902,783.72</u>
<b>TOTAL ASSETS</b>	<u><u>2,712,201.41</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>2,686,760.81</u>
Total Liabilities	2,686,760.81
<b>Equity</b>	
32000 - Retained Earnings	9,672.10
Net Income	<u>15,768.50</u>
Total Equity	<u>25,440.60</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>2,712,201.41</u></u>

**390 Derry Development Inc.**  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
<b>42000 - Income</b>												
42001 - Rental Income	0.00	1,700.00	1,700.00	1,700.00	0.00	1,700.00	2,200.00	1,700.00	1,700.00	1,700.00	1,700.00	15,800.00
<b>Total 42000 - Income</b>	<u>0.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>0.00</u>	<u>1,700.00</u>	<u>2,200.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>15,800.00</u>
<b>Total Income</b>	<u>0.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>0.00</u>	<u>1,700.00</u>	<u>2,200.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>15,800.00</u>
<b>Gross Profit</b>	0.00	1,700.00	1,700.00	1,700.00	0.00	1,700.00	2,200.00	1,700.00	1,700.00	1,700.00	1,700.00	15,800.00
<b>Expense</b>												
60400 - Bank Service Charges	0.00	0.00	0.00	24.50	7.00	0.00	0.00	0.00	0.00	0.00	0.00	31.50
<b>Total Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>24.50</u>	<u>7.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>31.50</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,675.50</u>	<u>-7.00</u>	<u>1,700.00</u>	<u>2,200.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>15,768.50</u>
<b>Net Income</b>	<u>0.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,675.50</u>	<u>-7.00</u>	<u>1,700.00</u>	<u>2,200.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>1,700.00</u>	<u>15,768.50</u>

1296 Kennedy Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-146,088.79
Total Accounts Receivable	22,739.67
Total Other Current Assets	<u>9,979,395.92</u>
Total Current Assets	<u>9,856,046.80</u>
<b>TOTAL ASSETS</b>	<u><u>9,856,046.80</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	2,439,706.50
Total Long Term Liabilities	<u>6,150,000.00</u>
Total Liabilities	8,589,706.50
<b>Equity</b>	
Total 30200 - Preferred Shares	1,203,940.32
32000 - Retained Earnings	55,799.98
Net Income	6,600.00
Total Equity	<u>1,266,340.30</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>9,856,046.80</u></u>

1296 Kennedy Development Inc.  
Profit & Loss  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
42020 - Rental Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,600.00	6,600.00
42050 - Interest Earned Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63,504.78	0.00	0.00	0.00	63,504.78
<b>Total Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>63,504.78</u>	<u>0.00</u>	<u>0.00</u>	<u>6,600.00</u>	<u>70,104.78</u>
<b>Gross Profit</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63,504.78	0.00	0.00	6,600.00	70,104.78
<b>Expense</b>												
60400 - Bank Service Charges	0.00	88.50	26.55	11.25	19.40	6.00	6.00	64.00	0.00	0.00	0.00	221.70
64300 - Meals and Entertainment	0.00	284.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284.37
66700 - Professional Fees	0.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
<b>Total Expense</b>	<u>0.00</u>	<u>372.87</u>	<u>26.55</u>	<u>311.25</u>	<u>19.40</u>	<u>6.00</u>	<u>6.00</u>	<u>64.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>806.07</u>
<b>Net Ordinary Income</b>	0.00	-372.87	-26.55	-311.25	-19.40	-6.00	-6.00	63,440.78	0.00	0.00	6,600.00	69,298.71
<b>Other Income/Expense</b>												
<b>Other Expense</b>												
80000 - Ask My Accountant	0.00	0.00	0.00	0.00	0.00	414.96	0.00	0.00	0.00	0.00	0.00	414.96
<b>Total Other Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>414.96</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>414.96</u>
<b>Net Other Income</b>	0.00	0.00	0.00	0.00	0.00	-414.96	0.00	0.00	0.00	0.00	0.00	-414.96
<b>Net Income</b>	<u>0.00</u>	<u>-372.87</u>	<u>-26.55</u>	<u>-311.25</u>	<u>-19.40</u>	<u>-420.96</u>	<u>-6.00</u>	<u>63,440.78</u>	<u>0.00</u>	<u>0.00</u>	<u>6,600.00</u>	<u>68,883.75</u>

1326 Wilson Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-2,101,743.97
Total Accounts Receivable	13,442.02
Total Other Current Assets	<u>1,015,760.47</u>
Total Current Assets	-1,072,541.48
<b>Other Assets</b>	
Total 19000 - WIP	<u>2,956,873.78</u>
Total Other Assets	<u>2,956,873.78</u>
<b>TOTAL ASSETS</b>	<u><u>1,884,332.30</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>2,849,312.82</u>
Total Liabilities	2,849,312.82
<b>Equity</b>	
32000 - Retained Earnings	-964,980.52
Net Income	<u>0.00</u>
Total Equity	<u>-964,980.52</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,884,332.30</u></u>

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Accrual Basis

1326 Wilson Development Inc.  
**Profit Loss**  
December 31, 2017 through October 31, 2018

	Dec 31, 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	TOTAL
Net Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

72



3310 Kingston Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
Current Assets	
Total Chequing/Savings	-1,315,907.23
Total Accounts Receivable	43,285.93
Total Other Current Assets	<u>10,219,166.91</u>
Total Current Assets	8,946,545.61
Other Assets	
Total 14000 · WIP - Opal Condo	<u>5,885,613.83</u>
Total Other Assets	<u>5,885,613.83</u>
<b>TOTAL ASSETS</b>	<b><u><u>14,832,159.44</u></u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Total Current Liabilities	5,277,428.53
Total Long Term Liabilities	<u>8,503,789.50</u>
Total Liabilities	13,781,218.03
Equity	
Total 30300 · Preferred Shares	980,000.00
32000 · Retained Earnings	-14,694.76
Net Income	<u>85,636.17</u>
Total Equity	<u>1,050,941.41</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>14,832,159.44</u></u></b>

73

3310 Kingston Development Inc.  
Profit & Loss  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
Ordinary Income/Expense												
Income												
42501 - Interest Earned Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86,161.17	0.00	0.00	0.00	86,161.17
Total Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,161.17</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,161.17</u>
Gross Profit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86,161.17	0.00	0.00	0.00	86,161.17
Expense												
60400 - Bank Service Charges	0.00	7.50	0.00	0.00	17.50	0.00	0.00	0.00	0.00	0.00	0.00	25.00
66700 - Professional Fees	0.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
Total Expense	<u>0.00</u>	<u>7.50</u>	<u>0.00</u>	<u>500.00</u>	<u>17.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>525.00</u>
Net Ordinary Income	<u>0.00</u>	<u>-7.50</u>	<u>0.00</u>	<u>-500.00</u>	<u>-17.50</u>	<u>0.00</u>	<u>0.00</u>	<u>86,161.17</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>85,636.17</u>
Net Income	<u>0.00</u>	<u>-7.50</u>	<u>0.00</u>	<u>-500.00</u>	<u>-17.50</u>	<u>0.00</u>	<u>0.00</u>	<u>86,161.17</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>85,636.17</u>

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4208 Kingston Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-1,753,274.26
Total Accounts Receivable	4,922.32
Total Other Current Assets	<u>2,192,654.47</u>
Total Current Assets	444,302.53
<b>TOTAL ASSETS</b>	<u><u>444,302.53</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>434,891.67</u>
Total Liabilities	434,891.67
<b>Equity</b>	
Net Income	9,410.86
Total Equity	<u>9,410.86</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>444,302.53</u></u>

**4208 Kingston Development Inc.**  
**Profit & Loss**  
 December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
Ordinary Income/Expense												
Income												
42300 - Rental Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,410.86</u>	<u>9,410.86</u>
Total Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,410.86</u>	<u>9,410.86</u>
Gross Profit	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,410.86</u>	<u>9,410.86</u>
Net Ordinary Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,410.86</u>	<u>9,410.86</u>
Net Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,410.86</u>	<u>9,410.86</u>

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4439 John Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	<u>157,348.40</u>
<b>Total Current Assets</b>	<u>157,348.40</u>
<b>Other Assets</b>	
Total 18000 - Work In Process	<u>33,612.52</u>
<b>Total Other Assets</b>	<u>33,612.52</u>
<b>TOTAL ASSETS</b>	<u><u>190,960.92</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>171,510.42</u>
<b>Total Liabilities</b>	<u>171,510.42</u>
<b>Equity</b>	
32000 - Retained Earnings	6,000.00
Net Income	<u>13,450.50</u>
<b>Total Equity</b>	<u>19,450.50</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>190,960.92</u></u>

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4439 John Development Inc.  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
42500 - Rental Income	0.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	0.00	3,000.00	1,500.00	0.00	0.00	12,000.00
<b>Total Income</b>	<u>0.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>12,000.00</u>
<b>Gross Profit</b>	0.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	0.00	3,000.00	1,500.00	0.00	0.00	12,000.00
<b>Expense</b>												
60400 - Bank Service Charges	0.00	0.00	0.00	0.00	0.00	17.50	0.00	0.00	0.00	0.00	0.00	17.50
<b>Total Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>17.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>17.50</u>
<b>Net Ordinary Income</b>	0.00	1,500.00	1,500.00	1,500.00	1,500.00	1,482.50	0.00	3,000.00	1,500.00	0.00	0.00	11,982.50
<b>Other Income/Expense</b>												
<b>Other Expense</b>												
80000 - Ask My Accountant	0.00	-1,468.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,468.00
<b>Total Other Expense</b>	<u>0.00</u>	<u>-1,468.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-1,468.00</u>
<b>Net Other Income</b>	0.00	1,468.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,468.00
<b>Net Income</b>	<u>0.00</u>	<u>2,968.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>1,482.50</u>	<u>0.00</u>	<u>3,000.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>13,450.50</u>

5507 River Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	98,636.57
Total Accounts Receivable	13,807.39
Total Other Current Assets	<u>8,200.00</u>
Total Current Assets	120,643.96
<b>Other Assets</b>	
Total 19000 - Construcitons In Process	<u>674,805.95</u>
Total Other Assets	<u>674,805.95</u>
<b>TOTAL ASSETS</b>	<u><u>795,449.91</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>795,484.91</u>
Total Liabilities	795,484.91
<b>Equity</b>	
32000 - Retained Earnings	-35.00
Net Income	0.00
Total Equity	<u>-35.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>795,449.91</u></u>

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Accrual Basis

5507 River Development Inc.  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	Dec 31, 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	TOTAL
Net Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>





7397 Isilington Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-360,159.64
Total Accounts Receivable	44,109.07
Total Other Current Assets	<u>5,416,678.17</u>
Total Current Assets	<u>5,100,627.60</u>
<b>TOTAL ASSETS</b>	<u><u>5,100,627.60</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>1,729,568.96</u>
Total Long Term Liabilities	<u>3,402,668.19</u>
Total Liabilities	5,132,237.15
<b>Equity</b>	
32000 · Retained Earnings	-31,602.05
Net Income	<u>-7.50</u>
Total Equity	<u>-31,609.55</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>5,100,627.60</u></u>

7397 Islington Development Inc.  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
Ordinary Income/Expense												
Expense												
60400 - Bank Service Charges	<u>0.00</u>	<u>7.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7.50</u>
Total Expense	<u>0.00</u>	<u>7.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7.50</u>
Net Ordinary Income	<u>0.00</u>	<u>-7.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-7.50</u>
Net Income	<u>0.00</u>	<u>-7.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-7.50</u>

9500 Dufferin Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	4,756,649.30
Total Accounts Receivable	0.00
Total Other Current Assets	<u>1,982,912.96</u>
Total Current Assets	<u>6,739,562.26</u>
<b>TOTAL ASSETS</b>	<u><u>6,739,562.26</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>6,740,024.02</u>
Total Liabilities	6,740,024.02
<b>Equity</b>	
32000 - Retained Earnings	-443.76
Net Income	<u>-18.00</u>
Total Equity	<u>-461.76</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>6,739,562.26</u></u>



9500 Dufferin Development Inc.  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
Ordinary Income/Expense												
Expense												
60400 - Bank Service Charges	<u>0.00</u>	<u>6.00</u>	<u>6.00</u>	<u>6.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>18.00</u>
Total Expense	<u>0.00</u>	<u>6.00</u>	<u>6.00</u>	<u>6.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>18.00</u>
Net Ordinary Income	<u>0.00</u>	<u>-6.00</u>	<u>-6.00</u>	<u>-6.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-18.00</u>
Net Income	<u>0.00</u>	<u>-6.00</u>	<u>-6.00</u>	<u>-6.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-18.00</u>

2358825 Ontario Ltd.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-252,027.49
Total Accounts Receivable	153,969.13
Total Other Current Assets	<u>1,780,646.99</u>
<b>Total Current Assets</b>	<u>1,682,588.63</u>
<b>Fixed Assets</b>	
Total 15000 · Furniture and Equipment	<u>15,294.01</u>
<b>Total Fixed Assets</b>	<u>15,294.01</u>
<b>Other Assets</b>	
Total 17000 · Work In Process	14,415,518.93
Total 18000 · Other Investment	9,132.49
Total 19000 · Security Deposits Asset	<u>15,782.16</u>
<b>Total Other Assets</b>	<u>14,440,433.58</u>
<b>TOTAL ASSETS</b>	<u><u>16,138,316.22</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>13,816,540.40</u>
Total Long Term Liabilities	<u>1,537,271.08</u>
<b>Total Liabilities</b>	<u>15,353,811.48</u>
<b>Equity</b>	
30100 · Capital Stock	100.00
30800 · Owners Draw	-1,941.72
32000 · Retained Earnings	730,946.51
Net Income	55,399.95
<b>Total Equity</b>	<u>784,504.74</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>16,138,316.22</u></u>



2358825 Ontario Ltd.  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
40000 - Revenue												
40030 - Admin Fee	0.00	0.00	0.00	0.00	0.00	565.00	0.00	565.00	0.00	0.00	0.00	1,130.00
40031 - Rental Income	0.00	53,613.12	42,170.87	51,194.70	48,584.97	43,273.27	49,969.63	58,591.26	37,698.61	0.00	0.00	385,096.43
40032 - Other Income	0.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	40.00
40033 - Utility Recover	0.00	3,823.96	0.00	7,964.19	0.00	6,320.67	0.00	3,632.87	11,969.52	0.00	6,003.11	39,714.32
<b>Total 40000 - Revenue</b>	<u>0.00</u>	<u>57,437.08</u>	<u>42,170.87</u>	<u>59,158.89</u>	<u>48,584.97</u>	<u>50,198.94</u>	<u>49,969.63</u>	<u>62,789.13</u>	<u>49,668.13</u>	<u>0.00</u>	<u>6,003.11</u>	<u>425,980.75</u>
<b>Total Income</b>	<u>0.00</u>	<u>57,437.08</u>	<u>42,170.87</u>	<u>59,158.89</u>	<u>48,584.97</u>	<u>50,198.94</u>	<u>49,969.63</u>	<u>62,789.13</u>	<u>49,668.13</u>	<u>0.00</u>	<u>6,003.11</u>	<u>425,980.75</u>
<b>Gross Profit</b>	0.00	57,437.08	42,170.87	59,158.89	48,584.97	50,198.94	49,969.63	62,789.13	49,668.13	0.00	6,003.11	425,980.75
<b>Expense</b>												
60400 - Bank Service Charges												
60440 - Late Charge	0.00	0.00	0.00	0.00	26.66	47.40	26.11	442.34	24.13	166.85	62.81	796.30
60400 - Bank Service Charges - Other	0.00	121.50	64.50	50.49	112.50	50.00	185.40	-2.11	0.00	17.50	0.00	599.78
<b>Total 60400 - Bank Service Charges</b>	<u>0.00</u>	<u>121.50</u>	<u>64.50</u>	<u>50.49</u>	<u>139.16</u>	<u>97.40</u>	<u>211.51</u>	<u>440.23</u>	<u>24.13</u>	<u>184.35</u>	<u>62.81</u>	<u>1,396.08</u>
<b>Total Expense</b>	<u>0.00</u>	<u>121.50</u>	<u>64.50</u>	<u>50.49</u>	<u>139.16</u>	<u>97.40</u>	<u>211.51</u>	<u>440.23</u>	<u>24.13</u>	<u>184.35</u>	<u>62.81</u>	<u>1,396.08</u>
<b>Net Ordinary Income</b>	0.00	57,315.58	42,106.37	59,108.40	48,445.81	50,101.54	49,758.12	62,348.90	49,644.00	-184.35	5,940.30	424,584.67
<b>Other Income/Expense</b>												
<b>Other Expense</b>												
80000 - Ask client	0.00	0.00	0.00	0.00	-100.00	0.00	0.00	0.00	0.00	0.00	0.00	-100.00
<b>Total Other Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-100.00</u>
<b>Net Other Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
<b>Net Income</b>	<u>0.00</u>	<u>57,315.58</u>	<u>42,106.37</u>	<u>59,108.40</u>	<u>48,545.81</u>	<u>50,101.54</u>	<u>49,758.12</u>	<u>62,348.90</u>	<u>49,644.00</u>	<u>-184.35</u>	<u>5,940.30</u>	<u>424,684.67</u>

810

186 Old Kennedy Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-1,844,827.94
Total Accounts Receivable	83,406.50
Total Other Current Assets	<u>13,553,595.95</u>
<b>Total Current Assets</b>	11,792,174.51
<b>Fixed Assets</b>	
15600 · Land	400,000.00
<b>Total Fixed Assets</b>	<u>400,000.00</u>
<b>Other Assets</b>	
Total 18000 · Work In Process	<u>6,797,903.33</u>
<b>Total Other Assets</b>	6,797,903.33
<b>TOTAL ASSETS</b>	<u><u>18,990,077.84</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>6,725,406.66</u>
Total Long Term Liabilities	<u>35,991,439.37</u>
<b>Total Liabilities</b>	42,716,846.03
<b>Equity</b>	
Total 30110 · Preferred Shares	2,946,025.36
32000 · Retained Earnings	-25,980,274.65
Net Income	<u>-692,518.90</u>
<b>Total Equity</b>	<u>-23,726,768.19</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>18,990,077.84</u></u>

87

186 Old Kennedy Development Inc.  
**Profit & Loss**  
 December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>												
<b>Income</b>												
41000 - Rental Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00
<b>Total Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000.00</u>	<u>0.00</u>	<u>10,000.00</u>	<u>20,000.00</u>
<b>Gross Profit</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00	20,000.00
<b>Expense</b>												
60400 - Bank Service Charges	0.00	91.22	136.77	52.42	94.02	188.12	93.45	34.72	0.00	0.00	0.00	690.72
64300 - Meals and Entertainment	0.00	19.31	463.56	1,500.61	121.56	0.00	618.92	1,319.22	0.00	0.00	0.00	4,043.18
64400 - Donation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00	15,000.00
64900 - Office Supplies	0.00	250.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,250.00
66700 - Professional Fees	0.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
<b>Total Expense</b>	<u>0.00</u>	<u>360.53</u>	<u>600.33</u>	<u>2,053.03</u>	<u>215.58</u>	<u>1,188.12</u>	<u>712.37</u>	<u>1,353.94</u>	<u>0.00</u>	<u>15,000.00</u>	<u>0.00</u>	<u>21,483.90</u>
<b>Net Ordinary Income</b>	0.00	-360.53	-600.33	-2,053.03	-215.58	-1,188.12	-712.37	-1,353.94	10,000.00	-15,000.00	10,000.00	-1,483.90
<b>Other Income/Expense</b>												
<b>Other Expense</b>												
80000 - Ask My Accountant	-6,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	691,035.00	0.00	0.00	0.00	-5,308,965.00
<b>Total Other Expense</b>	<u>-6,000,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>691,035.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-5,308,965.00</u>
<b>Net Other Income</b>	<u>6,000,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-691,035.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,308,965.00</u>
<b>Net Income</b>	<u>6,000,000.00</u>	<u>-360.53</u>	<u>-600.33</u>	<u>-2,053.03</u>	<u>-215.58</u>	<u>-1,188.12</u>	<u>-712.37</u>	<u>-692,388.94</u>	<u>10,000.00</u>	<u>-15,000.00</u>	<u>10,000.00</u>	<u>5,307,481.10</u>



4550 Steeles Development Inc.  
**Balance Sheet**  
As of October 31, 2018

	<u>Oct 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Total Chequing/Savings	-37,628.08
Total Accounts Receivable	2,898.99
Total Other Current Assets	<u>5,843,164.52</u>
<b>Total Current Assets</b>	<u>5,808,435.43</u>
<b>TOTAL ASSETS</b>	<u><u>5,808,435.43</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Total Current Liabilities	<u>5,783,350.75</u>
<b>Total Liabilities</b>	<u>5,783,350.75</u>
<b>Equity</b>	
32000 · Retained Earnings	9,863.38
Net Income	15,221.30
<b>Total Equity</b>	<u>25,084.68</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>5,808,435.43</u></u>

**4550 Steeles Development Inc.**  
**Profit & Loss**  
 December 31, 2017 through October 31, 2018

	<u>Dec 31, 17</u>	<u>Jan 18</u>	<u>Feb 18</u>	<u>Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
Ordinary Income/Expense												
Income												
42000 - Income												
42001 - Rental Income	0.00	1,695.00	1,695.00	1,695.00	1,695.00	1,695.00	1,695.00	1,695.00	1,695.00	0.00	1,695.00	15,255.00
Total 42000 - Income	<u>0.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>0.00</u>	<u>1,695.00</u>	<u>15,255.00</u>
Total Income	<u>0.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>0.00</u>	<u>1,695.00</u>	<u>15,255.00</u>
Gross Profit	0.00	1,695.00	1,695.00	1,695.00	1,695.00	1,695.00	1,695.00	1,695.00	1,695.00	0.00	1,695.00	15,255.00
Expense												
60400 - Bank Service Charges	0.00	0.00	0.00	0.00	0.00	23.56	2.64	7.50	0.00	0.00	0.00	33.70
Total Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>23.56</u>	<u>2.64</u>	<u>7.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>33.70</u>
Net Ordinary Income	<u>0.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,695.00</u>	<u>1,671.44</u>	<u>1,692.36</u>	<u>1,687.50</u>	<u>1,695.00</u>	<u>0.00</u>	<u>1,695.00</u>	<u>15,221.30</u>
Net Income	<u><u>0.00</u></u>	<u><u>1,695.00</u></u>	<u><u>1,695.00</u></u>	<u><u>1,695.00</u></u>	<u><u>1,695.00</u></u>	<u><u>1,671.44</u></u>	<u><u>1,692.36</u></u>	<u><u>1,687.50</u></u>	<u><u>1,695.00</u></u>	<u><u>0.00</u></u>	<u><u>1,695.00</u></u>	<u><u>15,221.30</u></u>

Forme Development Group Inc  
**Balance Sheet**  
As of 31 October 2018

	<u>31 Oct 18</u>
<b>ASSETS</b>	
Current Assets	
Total Chequing/Savings	-75,029.12
Total Other Current Assets	<u>600,870.34</u>
Total Current Assets	525,841.22
Fixed Assets	
16400 - Vehicles	10,000.00
Total Fixed Assets	<u>10,000.00</u>
<b>TOTAL ASSETS</b>	<u><u>535,841.22</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Total Current Liabilities	<u>1,068,807.00</u>
Total Liabilities	1,068,807.00
Equity	
Net Income	<u>-532,965.78</u>
Total Equity	<u>-532,965.78</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>535,841.22</u></u>

11

**Forme Development Group Inc**  
**Profit & Loss**  
December 31, 2017 through October 31, 2018

	<u>31 Dec '17 - 31 Mar 18</u>	<u>Apr 18</u>	<u>May 18</u>	<u>Jun 18</u>	<u>Jul 18</u>	<u>Aug 18</u>	<u>Sep 18</u>	<u>Oct 18</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>									
<b>Expense</b>									
60000 · Advertising and Promotion	4,190.00	3,850.00	2,275.00	976.50	3,500.00	-	1,800.00	-	16,591.50
60200 · Automobile Expense	-	234.46	558.99	242.88	795.96	1,260.72	350.46	475.22	3,918.69
60400 · Bank Service Charges	-	-	5.00	0.14	-	-	-	3,079.54	3,084.68
62000 · Continuing Education	-	4,200.00	-	-	-	-	-	-	4,200.00
63400 · Interest Expense	-	-	-	-	3.05	-	-	-	3.05
64300 · Meals and Entertainment	-	-	-	20.04	36.03	-	-	335.87	391.94
64900 · Office Supplies	-	1,356.39	1,078.58	81.68	64.04	131.02	1,915.24	26.50	4,653.45
65000 · Donation	-	-	-	-	1,500.00	-	-	-	1,500.00
66000 · Payroll Expenses	-	56,341.75	55,931.25	77,785.71	58,920.80	60,475.88	66,951.31	67,653.26	444,059.96
66500 · Postage and Delivery	125.22	542.12	475.50	215.83	409.30	201.13	323.79	80.08	2,372.97
66700 · Professional Fees	-	5,120.84	5,120.84	-	-	-	-	-	10,241.68
66800 · Consulting Fee(Finance Related)	-	-	-	-	-	-	5,000.00	-	5,000.00
67100 · Rent Expense									
67101 · Office Rent	-	2,534.44	2,534.44	2,534.44	2,534.44	2,614.89	2,614.89	2,614.89	17,982.43
67102 · Operating Costs Assessment	-	1,850.77	1,850.77	1,850.77	1,850.77	1,850.77	1,850.77	1,850.77	12,955.39
67103 · Property Taxes	-	479.49	479.49	479.49	479.49	479.49	479.49	479.49	3,356.43
67104 · Parking Rent Commercial	-	60.00	60.00	60.00	60.00	60.00	60.00	60.00	420.00
	-	-	-	-	-	-	-	49.82	49.82
<b>Total 67100 · Rent Expense</b>		<u>4,924.70</u>	<u>4,924.70</u>	<u>4,924.70</u>	<u>4,924.70</u>	<u>5,005.15</u>	<u>5,005.15</u>	<u>5,054.97</u>	<u>34,764.07</u>
68100 · Telephone Expense	-	404.74	418.98	0.00	422.94	470.53	466.60	0.00	2,183.79
<b>Total Expense</b>	<u>4,315.22</u>	<u>76,975.00</u>	<u>70,788.84</u>	<u>84,247.48</u>	<u>70,576.82</u>	<u>67,544.43</u>	<u>81,812.55</u>	<u>76,705.44</u>	<u>532,965.78</u>
<b>Net Ordinary Income</b>	<u>-4,315.22</u>	<u>-76,975.00</u>	<u>-70,788.84</u>	<u>-84,247.48</u>	<u>-70,576.82</u>	<u>-67,544.43</u>	<u>-81,812.55</u>	<u>-76,705.44</u>	<u>-532,965.78</u>
<b>Net Income</b>	<u><b>-4,315.22</b></u>	<u><b>-76,975.00</b></u>	<u><b>-70,788.84</b></u>	<u><b>-84,247.48</b></u>	<u><b>-70,576.82</b></u>	<u><b>-67,544.43</b></u>	<u><b>-81,812.55</b></u>	<u><b>-76,705.44</b></u>	<u><b>-532,965.78</b></u>

92

**TAB C**



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 09 - Toronto  
Court No. 31-2436538  
Estate No. 31-2436538

In the Matter of the Notice of Intention to make a  
proposal of:

**58 Old Kennedy Development Inc.**  
Insolvent Person


**KSV KOFMAN INC.**  
Licensed Insolvency Trustee

Date of the Notice of Intention: October 26, 2018

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

This is Exhibit "C" referred to in the  
affidavit of Yuan Hua Wang  
sworn before me at Toronto  
this 5 day of November, 2018  
  
A Commissioner for taking Affidavits for Ontario

Date: October 26, 2018, 15:19

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902











97



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 09 - Toronto  
Court No. 31-2439440  
Estate No. 31-2439440

In the Matter of the Notice of Intention to make a  
proposal of:

**1296 Kennedy Development Inc.**  
Insolvent Person  
**KSV KOFMAN INC.**  
Licensed Insolvency Trustee

Date of the Notice of Intention: November 02, 2018

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: November 02, 2018, 12:59

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902







Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 09 - Toronto  
Court No. 31-2438977  
Estate No. 31-2438977

In the Matter of the Notice of Intention to make a  
proposal of:

**9500 Dufferin Development Inc.**  
Insolvent Person

\*\*\*\*\*

Licensed Insolvency Trustee

Date of the Notice of Intention: November 01, 2018

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: November 01, 2018, 14:35

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902







Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 09 - Toronto  
Court No. 31-2436538  
Estate No. 31-2436538

In the Matter of the Notice of Intention to make a  
proposal of:

**58 Old Kennedy Development Inc.**  
Insolvent Person

**KSV KOFMAN INC.**  
Licensed Insolvency Trustee

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Date of the Notice of Intention: October 26, 2018

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CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: October 26, 2018, 15:19

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada









105



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 09 - Toronto  
Court No. 31-2436604  
Estate No. 31-2436604

In the Matter of the Notice of Intention to make a  
proposal of:

**82 Old Kennedy Development Inc.**  
Insolvent Person  
**KSV KOFMAN INC.**  
Licensed Insolvency Trustee

---

Date of the Notice of Intention: October 26, 2018

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CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: October 26, 2018, 16:19

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

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 FORMER  
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

**AFFIDAVIT OF YUAN HUA WANG**  
(sworn November 5, 2018)

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Mario Forte (LSUC#: 27293F)**  
Tel: 416.597.6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

**Jennifer Stam (LSUC#: 46735J)**  
Tel: 416.597.5017  
Email: [stam@gsnh.com](mailto:stam@gsnh.com)

Lawyers for the Applicants

130

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 FORMER  
DEVELOPMENT GROUP INC. AND THE OTHER COMPANIES LISTED ON SCHEDULE  
"A" HERETO (the "Applicants")

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

Proceeding commenced at Toronto

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**AFFIDAVIT OF YUAN HUA WANG**  
(sworn November 5, 2018)

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**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Mario Forte (LSUC#: 27293F)**  
Tel: 416.597.6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

**Jennifer Stam (LSUC#: 46735J)**  
Tel: 416.597.5017  
Email: [stam@gsnh.com](mailto:stam@gsnh.com)

Lawyers for the Applicants

## **TAB 3**

Court File No.: \_\_\_\_\_

**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

**AFFIDAVIT OF KATIE PARENT  
(sworn November 6, 2018)**

I, Katie Parent, of the Town of Newmarket, in the Province of Ontario, **MAKE OATH AND  
SAY AS FOLLOWS:**

1. I am a law clerk with the law firm of Goldman Sloan Nash & Haber LLP, counsel for the Applicants. As such, I have personal knowledge of the matters to which I hereinafter depose in this Affidavit. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information, and in all cases, believe it to be true.

2. Attached as Exhibit "A" is the certificate of filing with respect to the Notice of Intention to Make a Proposal of 159 Carrville Development Inc.

SWORN before me at the City of )  
Toronto, in the Province of Ontario )  
this 6<sup>th</sup> day of November, 2018 )  
\_\_\_\_\_)  
Commissioner for Taking Oaths )

  
KATIE PARENT

# TAB A



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 09 - Toronto  
Court No. 31-2440234  
Estate No. 31-2440234

In the Matter of the Notice of Intention to make a  
proposal of:

**159 Carrville Development Inc.**  
Insolvent Person

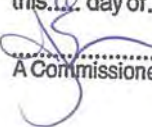
**KSV KOFMAN INC.**  
Licensed Insolvency Trustee

Date of the Notice of Intention: November 05, 2018

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

This is Exhibit "A" referred to in the  
affidavit of Katie Parent  
sworn before me at Toronto  
this 06 day of November, 2018  
  
A Commissioner for taking Affidavits for Ontario

Date: November 06, 2018, 07:36

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902





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

Court File No:

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 TORONTO**

**AFFIDAVIT OF**  
**OF KATIE PARENT**  
**(Certificate of Filing of**  
**Notice of Intention to Make a Proposal)**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Mario Forte (LSUC#: 27293F)**  
Tel: 416.597.6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

**Jennifer Stam (LSUC#: #46735J)**  
Tel: 416.597.5017  
Email: [stam@gsnh.com](mailto:stam@gsnh.com)

Lawyers for the Applicants

110

## **TAB 4**

Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR. ) TUESDAY, THE 6TH  
JUSTICE HAINEY ) DAY OF NOVEMBER, 2018

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

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

INITIAL ORDER

**THIS APPLICATION**, made by Forme Development Group Inc. and those other parties listed on Schedule "A" (collectively, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Yuan Hua Wang sworn November 5, 2018 and the Exhibits thereto (the "**Wang Affidavit**") and the affidavit of Katie Parent sworn November 6, 2018 and the Exhibit thereto (the "**Parent Affidavit**"), and on reading the consent of KSV Kofman Inc. ("**KSV**") to act as the Monitor (in such capacity, the "**Monitor**"), and upon reading the pre-filing report of KSV dated November 6, 2018 (the "**Report**"), in its capacity as Proposal Trustee and the proposed Monitor, and on hearing the submissions of counsel for the Applicants, the proposed Monitor and the DIP Lender (defined below), no one appearing for any other party

although duly served as appears from the affidavit of service of Katie Parent sworn November 6, 2018,

**SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application, the Application Record, the Parent Affidavit and the Report is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

**APPLICATION**

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

3. **THIS COURT ORDERS AND DECLARES** that the proposal proceedings (the “**Proposal Proceedings**”) of each of 58 Old Kennedy Development Inc. (Estate No. 31-2436538), 76 Old Kennedy Development Inc. (Estate No. 31-2436600), 82 Old Kennedy Development Inc. (Estate No. 31-2436604), 9500 Dufferin Development Inc. (Estate No. 31-2438977), 250 Danforth Development Inc. (Estate No. 31-2439433), 3310 Kingston Development Inc. (Estate No. 31-2439448), 1296 Kennedy Development Inc. (Estate No. 31-2439440) and 159 Carrville Development Inc. (Estate No. 31-2440234) (collectively the “**NOI Entities**”) commenced under Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), be taken up and continued under the CCAA and that the provisions of Part III of the BIA shall have no further application to the NOI Entities.

**PLAN OF ARRANGEMENT**

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan or plans of compromise or arrangement (hereinafter referred to as the “**Plan**” or “**Plans**”).

**POSSESSION OF PROPERTY AND OPERATIONS**

5. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever,

and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order. For greater certainty, the retention of TD Cornerstone Commercial Realty Inc. (“**TD**”) is hereby approved substantially on the terms of the listing agreement appended to the Report.

6. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business; provided that the Applicants, with the consent of the Monitor, shall be entitled but not obligated make payments of interest with respect to mortgages on 186 Old Kennedy/Victory Properties and, if retained, the Niagara Falls Properties (as both such terms are defined in the Wang Affidavit).

**RESTRUCTURING**

11. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$200,000 in any one transaction or in the aggregate;
- (b) subject to the consent of the Monitor, continue development on the Properties as contemplated by the relevant Applicants;
- (c) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;
- (d) pursue all avenues of refinancing (including the DIP Financing as hereinafter defined) of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing; and
- (e) pursue a sale or development of some or all of any of the Applicants' Business and Property,

provided however, that all disbursements shall require the advance consent of the Monitor and all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of the Applicants' 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 Applicants' 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 Applicants, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicants disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

**NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY**

14. **THIS COURT ORDERS** that until and including December 5, 2018 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all



Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

15. **THIS COURT ORDERS** that during the Stay Period, except with the written consent of the Applicants and the Monitor, or with leave of this Court, no Proceedings shall be commenced or continued against or in respect of Yuan Hua Wang (“**Mr. Wang**”) or any of his current and future assets, businesses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the “**Wang Property**”), arising upon or as a result of any default under the terms of any document entered into in connection with any of Mr. Wang’s guarantees of any of the commitments or loans of any of the Applicants (collectively, the “**Wang Default Events**”). Without limitation, the operation of any provision of a contract or agreement between Mr. Wang and any other Person (as hereinafter defined) that purports to effect or cause a termination or cessation of any rights of Mr. Wang, or to accelerate, terminate, discontinue, alter, interfere with, repudiate, cancel, suspend, amend or modify such contract or agreement, in each case as a result of one or more Wang Default Events, is hereby stayed and restrained during the Stay Period.

**NO EXERCISE OF RIGHTS OR REMEDIES**

16. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

17. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any Person against or in respect of Mr. Wang, or affecting the Wang Property, as a result of a Wang Default Event are hereby stayed and suspended except with the written consent of the Applicants

and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower Mr. Wang to carry on any business which Mr. Wang is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (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 RIGHTS**

18. **THIS COURT ORDERS** that during the Stay Period, 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 the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

19. **THIS COURT ORDERS** that during the Stay Period, 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 other party as a result of a Wang Default Event, except with the written consent of the Applicants and the Monitor, or leave of this Court.

**CONTINUATION OF SERVICES**

20. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, 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 Applicants, and that the Applicants shall be entitled to the continued use of its current premises, 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 Applicants in accordance with normal payment practices of the Applicants or such other practices as may be

agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

**NON-DEROGATION OF RIGHTS**

21. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

**PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

22. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

**APPOINTMENT OF MONITOR**

23. **THIS COURT ORDERS** that KSV Kofman Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

24. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements, and if necessary or convenient, the Monitor's sole discretion, make disbursements on behalf of the Applicants;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in its dissemination, to the DIP Lender and its counsel of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) advise the Applicants in its preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, as set out in the DIP Term Sheet (as defined below) or as otherwise agreed to by the DIP Lender;
- (e) carry out all obligations and duties as required by the DIP Term Sheet;
- (f) conduct and carry out a sale process or sales processes for some or all of the Applicants' Property and retain or consult with any agents, consultants or other parties as necessary to carry out such sale process or sale processes;
- (g) advise the Applicants in their development of the Plan and any amendments to the Plan;
- (h) provide any consents that are contemplated by this Order;
- (i) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

- (j) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (k) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (l) perform such other duties as are required by this Order or by this Court from time to time.

25. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession, control or management of the Business or Property, or any part thereof.

26. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

27. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants and the DIP Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

28. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor 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. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

29. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on not less than a bi-weekly basis.

30. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

31. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$300,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 39 and 41 hereof.

**INTERCOMPANY LENDER’S CHARGE**

32. **THIS COURT ORDERS** that any Applicant that lends money (through the DIP Financing or otherwise) with the approval of the Monitor (an “**Approved Intercompany Advance**”) (in such capacity an “**Intercompany Lender**”) to another Applicant (in such capacity, an “**Intercompany Borrower**”) on or after the date hereof shall be entitled to the benefit of and is hereby granted a charge (the “**Intercompany Charge**”) on the Property of the Intercompany Borrower as security for all Approved Intercompany Advances advanced to the Intercompany Borrower. The Intercompany Charge shall have the priority set out in the paragraphs 39 and 41 hereof.

**DIP FINANCING**

33. **THIS COURT ORDERS** that 186 Old Kennedy Development Inc., 31 Victory Development Inc., 58 Old Kennedy Development Inc., 82 Old Kennedy Development Inc., 76 Old Kennedy Development Inc., 22 Old Kennedy Development Inc., 35 Thelma Development Inc., 19 Turff Development Inc. and 4550 Steeles Development Inc. (collectively, the “**DIP Borrowers**”) are hereby authorized and empowered to obtain and borrow under a credit facility from KingSett Mortgage Corporation or its assignee (the “**DIP Lender**”) in order to finance the Applicants’ working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$750,000 unless permitted by further Order of this Court.

34. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the term sheet between the Applicants and the DIP Lender dated as of November 5, 2018 (the “**DIP Term Sheet**”), filed.

35. **THIS COURT ORDERS** that the DIP Borrowers are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, debentures, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the DIP Borrowers are hereby authorized and directed to pay and perform all indebtedness, interest, fees, liabilities and obligations to the DIP

Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

36. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property of the DIP Borrowers, which DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraphs 39 and 41 hereof.

37. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender’s Charge or any of the Definitive Documents;
- (b) the DIP Lender: (i) upon five (5) business days’ notice to the DIP Borrowers and the Monitor, may exercise any and all of its rights and remedies against the DIP Borrowers or the Property of the DIP Borrowers under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender’s Charge, including without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against DIP Borrowers and for the appointment of a trustee in bankruptcy of DIP Borrowers; and (ii) immediately upon providing written notice to the DIP Borrowers and the Monitor, may cease making advances to the DIP Borrowers and set off and/or consolidate any amounts owing by the DIP Lender to the DIP Borrowers against the obligations of the DIP Borrowers to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender’s Charge, and make demand, accelerate payment and give other notices; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the DIP Borrowers or the Property of the DIP Borrowers.

38. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA,



or any proposal filed by DIP Borrowers under the BIA, with respect to any advances made under the Definitive Documents.

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

39. **THIS COURT ORDERS** that the priorities of the Administration Charge, the DIP Lender's Charge and the Intercompany Charge, as among them, shall be as follows:

- (a) First - Administration Charge (to the maximum amount of \$300,000):
- (b) Second - DIP Lender's Charge; and
- (c) Third - Intercompany Charge.

40. **THIS COURT ORDERS** that the filing, registration or perfection the Administration Charge, DIP Lender's Charge and Intercompany Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

41. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, deemed trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, except as provided as follows:

- (a) the Administration Charge- first priority with respect to the Property known as 186 Old Kennedy Road, 51 Victory Road, 31 Victory Road, 22 Old Kennedy Road, 16 Old Kennedy Road, 19 Turff Avenue, 35 Thelma Avenue, 20 Thelma Avenue, 58/76/82 Old Kennedy Road, 4550 Steeles Avenue and 31 Old Kennedy Road (collectively, the "**Pacific Gardens Properties**"); and immediately subordinate to all existing first ranking mortgages on other Property of the Applicants;

- (b) the DIP Lender’s Charge- immediately subordinate to the Administration Charge and in priority to all Encumbrances with respect to the Pacific Gardens Properties; and
- (c) the Intercompany Charge- subordinate to the Administration Charge, the DIP Lender’s Charge and the existing first ranking mortgage on the Pacific Gardens Properties; and immediately subordinate to the Administration Charge and existing first ranking mortgages on all other Property of the Applicants.

42. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the beneficiaries of the applicable Charges or further Order of this Court.

43. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) and/or the DIP Lender 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 or by the Proposal Proceedings and the declarations of insolvency made therein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing 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 Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Applicants 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 DIP Borrowers entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicants pursuant to this Order, the DIP Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

44. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

**SERVICE AND NOTICE**

45. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

46. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL 'http://www.ksvadvisory.com/insolvency-cases/forme-development-group/'.

47. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are 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 the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants 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.

**GENERAL**

48. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

49. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

50. **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 Applicants, the Monitor and their 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

51. **THIS COURT ORDERS** that each of the Applicants and the Monitor 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 Monitor 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.

52. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order, provided however that the DIP Lender shall be entitled to rely on this Order as issued for all advances made under the DIP Term Sheet, the DIP Lender's Charge and the Definitive Documents up to and including the date this Order may be varied or amended.

53. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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**Schedule "A" – List of Applicants**

- 2358825 Ontario Ltd.
- 27 Anglin Development Inc.
- 29 Anglin Development Inc.
- 4 Don Hillock Development Inc.
- 250 Danforth Development Inc.
- 3310 Kingston Development Inc.
- 1296 Kennedy Development Inc.
- 7397 Islington Development Inc.
- 1326 Wilson Development Inc.
- 101 Columbia Development Inc.
- 4208 Kingston Development Inc.
- 376 Derry Development Inc.
- 390 Derry Development Inc.
- 189 Carrville Development Inc.
- 169 Carrville Development Inc.
- 159 Carrville Development Inc.
- 5507 River Development Inc.
- 4439 John Development Inc.
- 186 Old Kennedy Development Inc.
- 31 Victory Development Inc.
- 58 Old Kennedy Development Inc.
- 76 Old Kennedy Development Inc.
- 82 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.

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
(Commercial List)

Proceeding commenced at Toronto

**INITIAL ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Mario Forte (LSUC#: 27293F)**  
Tel: 416.597.6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

**Jennifer Stam (LSUC#: 46735J)**  
Tel: 416.597.5017  
Email: [stam@gsnh.com](mailto:stam@gsnh.com)

Lawyers for the Applicants

## **TAB 5**



Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE ——— MR. ) ~~WEEKDAY~~TUESDAY, THE # 6TH  
JUSTICE ——— HAINEY ) DAY OF MONTH NOVEMBER, ~~20~~YR2018

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 ~~[APPLICANT'S NAME]~~ (the  
"Applicant") FORME DEVELOPMENT GROUP INC. AND THE  
OTHER COMPANIES LISTED ON SCHEDULE "A" HERETO

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

INITIAL ORDER

**THIS APPLICATION**, made by the Applicant Forme Development Group Inc. and those  
other parties listed on Schedule "A" (collectively, the "Applicants"), pursuant to the  
Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") was  
heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of ~~[NAME]~~ sworn ~~[DATE]~~ Yuan Hua Wang sworn  
November 5, 2018 and the Exhibits thereto, ~~and on being advised that the secured creditors who~~  
~~are likely to be affected by the charges created herein were given notice (the "Wang Affidavit")~~  
and the affidavit of Katie Parent sworn November 6, 2018 and the Exhibit thereto (the "Parent  
Affidavit"), and on reading the consent of KSV Kofman Inc. ("KSV") to act as the Monitor (in  
such capacity, the "Monitor"), and upon reading the pre-filing report of KSV dated November 6,

2018 (the "**Report**"), in its capacity as Proposal Trustee and the proposed Monitor, and on hearing the submissions of counsel for [NAMES]the Applicants, the proposed Monitor and the DIP Lender (defined below), no one appearing for [NAME]<sup>1</sup>any other party although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [MONITOR'S NAME] to act as the Monitor, Katie Parent sworn November 6, 2018.

## SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and, the Application Record, the Parent Affidavit and the Report is hereby abridged and validated<sup>2</sup> so that this Application is properly returnable today and hereby dispenses with further service thereof.

## APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company Applicants are companies to which the CCAA applies.

3. **THIS COURT ORDERS AND DECLARES** that the proposal proceedings (the "**Proposal Proceedings**") of each of 58 Old Kennedy Development Inc. (Estate No. 31-2436538), 76 Old Kennedy Development Inc. (Estate No. 31-2436600), 82 Old Kennedy Development Inc. (Estate No. 31-2436604), 9500 Dufferin Development Inc. (Estate No. 31-2438977), 250 Danforth Development Inc. (Estate No. 31-2439433), 3310 Kingston Development Inc. (Estate No. 31-2439448), 1296 Kennedy Development Inc. (Estate No. 31-2439440) and 159 Carrville Development Inc. (Estate No. 31-2440234) (collectively the "**NOI Entities**") commenced under Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), be taken up and continued under the CCAA and that the provisions of Part III of the BIA shall have no further application to the NOI Entities.

<sup>1</sup> Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).

<sup>2</sup> If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

**PLAN OF ARRANGEMENT**

4. ~~3.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan or plans of compromise or arrangement (hereinafter referred to as the "Plan" or "Plans").

**POSSESSION OF PROPERTY AND OPERATIONS**

5. ~~4.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall remain in possession and control of ~~its~~their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the ~~Applicant~~Applicants shall continue to carry on business in a manner consistent with the preservation of ~~its~~their business (the "Business") and Property. ~~The Applicant is~~Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by ~~it~~them, with liberty to retain such further Assistants as ~~it deems~~they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order. For greater certainty, the retention of TD Cornerstone Commercial Realty Inc. ("TD") is hereby approved substantially on the terms of the listing agreement appended to the Report.

6. ~~5.~~ **[THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the central cash management system<sup>3</sup> currently in place as described in the Affidavit of [NAME] sworn [DATE] or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation**

<sup>3</sup> This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.

applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.] **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

6. ~~THIS COURT ORDERS~~ that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the ~~Applicant~~Applicants in respect of these proceedings, at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the ~~Applicant~~Applicants shall be entitled but not required to pay all reasonable expenses incurred by the ~~Applicant~~Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance ~~(including directors and officers insurance)~~, maintenance and security services; and
- (b) payment for goods or services actually supplied to the ~~Applicant~~Applicants following the date of this Order.

8. **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) ~~Quebec Pension Plan, and~~ (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the ~~Applicant~~Applicants in connection with the sale of goods and services by the ~~Applicant~~Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the ~~Applicant~~Applicants.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed ~~for resiliated~~<sup>4</sup> in accordance with the CCAA, the ~~Applicant~~Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the ~~Applicant~~Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in

<sup>4</sup> ~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the ~~Applicant~~ is Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the ~~Applicant~~ Applicants to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business; provided that the Applicants, with the consent of the Monitor, shall be entitled but not obligated make payments of interest with respect to mortgages on 186 Old Kennedy/Victory Properties and, if retained, the Niagara Falls Properties (as both such terms are defined in the Wang Affidavit).

**RESTRUCTURING**

11. **THIS COURT ORDERS** that the ~~Applicant~~ Applicants shall, subject to such requirements as are imposed by the CCAA ~~and such covenants as may be contained in the Definitive Documents (as hereinafter defined),~~ have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, ~~and to dispose of redundant or non-material assets not exceeding \$•200,000 in any one transaction or \$• in the aggregate~~<sup>5</sup>;
- (b) subject to the consent of the Monitor, continue development on the Properties as contemplated by the relevant Applicants;
- (c) ~~(b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate};~~ and
- (d) ~~(e) pursue all avenues of refinancing (including the DIP Financing as hereinafter defined) of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing;~~ and

<sup>5</sup> Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.

(e) pursue a sale or development of some or all of any of the Applicants' Business and Property.

provided however, that all disbursements shall require the advance consent of the Monitor and all of the foregoing to permit the ApplicantApplicants to proceed with an orderly restructuring of the Business (the "Restructuring").

12. **THIS COURT ORDERS** that the ApplicantApplicants shall provide each of the relevant landlords with notice of the Applicant'sApplicants' 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 Applicant'sApplicants' 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 ApplicantApplicants, or by further Order of this Court upon application by the ApplicantApplicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims ~~or resiliates~~ Applicants disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer ~~or resiliation~~ of the lease shall be without prejudice to the Applicant'sApplicants' claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer ~~or resiliation~~ is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer ~~or resiliation~~, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the ApplicantApplicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer ~~or resiliation~~, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the ApplicantApplicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

## NO PROCEEDINGS AGAINST THE APPLICANT ~~APPLICANTS~~ OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including ~~[DATE—MAX. 30 DAYS]~~, December 5, 2018 or such later date as this Court may order (the **"Stay Period"**), no proceeding or enforcement process in any court or tribunal (each, a **"Proceeding"**) shall be commenced or continued against or in respect of the ~~Applicant~~ Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the ~~Applicant~~ Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the ~~Applicant~~ Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

15. **THIS COURT ORDERS** that during the Stay Period, except with the written consent of the Applicants and the Monitor, or with leave of this Court, no Proceedings shall be commenced or continued against or in respect of Yuan Hua Wang ("Mr. Wang") or any of his current and future assets, businesses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the "Wang Property"), arising upon or as a result of any default under the terms of any document entered into in connection with any of Mr. Wang's guarantees of any of the commitments or loans of any of the Applicants (collectively, the "Wang Default Events"). Without limitation, the operation of any provision of a contract or agreement between Mr. Wang and any other Person (as hereinafter defined) that purports to effect or cause a termination or cessation of any rights of Mr. Wang, or to accelerate, terminate, discontinue, alter, interfere with, repudiate, cancel, suspend, amend or modify such contract or agreement, in each case as a result of one or more Wang Default Events, is hereby stayed and restrained during the Stay Period.

## NO EXERCISE OF RIGHTS OR REMEDIES

16. ~~15-~~ **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being **"Persons"** and each being a **"Person"**) against or in respect of the ~~Applicant~~ Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the ~~Applicant~~ Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the



ApplicantApplicants to carry on any business which the ApplicantApplicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

17. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any Person against or in respect of Mr. Wang, or affecting the Wang Property, as a result of a Wang Default Event are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower Mr. Wang to carry on any business which Mr. Wang is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (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 RIGHTS**

18. ~~16-~~THIS COURT ORDERS that during the Stay Period, 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 the ApplicantApplicants, except with the written consent of the ApplicantApplicants and the Monitor, or leave of this Court.

19. THIS COURT ORDERS that during the Stay Period, 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 other party as a result of a Wang Default Event, except with the written consent of the Applicants and the Monitor, or leave of this Court.

**CONTINUATION OF SERVICES**

20. 17-THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the ApplicantApplicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software,

communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the ~~Applicant~~Applicants, 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 ~~Applicant~~Applicants, and that the ~~Applicant~~Applicants shall be entitled to the continued use of its current premises, 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 ~~Applicant~~Applicants in accordance with normal payment practices of the ~~Applicant~~Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the ~~Applicant~~Applicants and the Monitor, or as may be ordered by this Court.

#### **NON-DEROGATION OF RIGHTS**

21. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the ~~Applicant~~Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.<sup>6</sup>

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

22. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the ~~Applicant~~Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the ~~Applicant~~Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the ~~Applicant~~Applicants, if one is

<sup>6</sup> ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

filed, is sanctioned by this Court or is refused by the creditors of the ApplicantApplicants or this Court.

### **~~DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE~~**

20. — ~~THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings,<sup>7</sup> except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.~~

21. — ~~THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge")<sup>8</sup> on the Property, which charge shall not exceed an aggregate amount of \$●, as security for the indemnity provided in paragraph [20] of this Order. The Directors' Charge shall have the priority set out in paragraphs [38] and [40] herein.~~

22. — ~~THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph [20] of this Order.~~

### **APPOINTMENT OF MONITOR**

23. **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~KSV Kofman Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the ApplicantApplicants with the powers and obligations set out in the CCAA or set forth herein and that the ApplicantApplicants and its shareholders, officers,

<sup>7</sup>The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.

<sup>8</sup>Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.

directors, and Assistants shall advise the Monitor of all material steps taken by the ~~Applicant~~Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

24. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the ~~Applicant's~~Applicants' receipts and disbursements, and if necessary or convenient, the Monitor's sole discretion, make disbursements on behalf of the Applicants;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the ~~Applicant~~Applicants, to the extent required by the ~~Applicant~~Applicants, in its dissemination, to the DIP Lender and its counsel ~~on a [TIME INTERVAL] basis of~~ financial and other information as agreed to between the ~~Applicant~~Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) advise the ~~Applicant~~Applicants in its preparation of the ~~Applicant's~~Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], as set out in the DIP Term Sheet (as defined below) or as otherwise agreed to by the DIP Lender;
- (e) carry out all obligations and duties as required by the DIP Term Sheet;
- (f) conduct and carry out a sale process or sales processes for some or all of the Applicants' Property and retain or consult with any agents, consultants or other parties as necessary to carry out such sale process or sale processes;

- (g) ~~(e)~~ advise the ~~Applicant~~Applicants in ~~its~~their development of the Plan and any amendments to the Plan;
- (h) provide any consents that are contemplated by this Order;
- (i) ~~(f)~~ assist the ~~Applicant~~Applicants, to the extent required by the ~~Applicant~~Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (j) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the ~~Applicant~~Applicants, to the extent that is necessary to adequately assess the ~~Applicant's~~Applicants' business and financial affairs or to perform its duties arising under this Order;
- (k) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (l) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time.

25. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession ~~or~~, control or management of the Business or Property, or any part thereof.

26. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

27. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the ~~Applicant~~Applicants and the DIP Lender with information provided by the ~~Applicant~~Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the ~~Applicant~~Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the ~~Applicant~~Applicants may agree.

28. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor 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. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

29. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the ~~Applicant~~Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the ~~Applicant~~Applicants as part of the costs of these proceedings. ~~The Applicant is~~Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the ~~Applicant~~Applicants on a ~~[TIME INTERVAL]~~ basis and, in addition, ~~the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of \$● [ , respectively, ] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time~~Applicants on not less than a bi-weekly basis.

30. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

31. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any,~~ and the ~~Applicant's~~ Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$~~300,000.~~ as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~[38]~~ and ~~[40]~~ 39 and 41 hereof.

### **INTERCOMPANY LENDER'S CHARGE**

32. **THIS COURT ORDERS** that any Applicant that lends money (through the DIP Financing or otherwise) with the approval of the Monitor (an "**Approved Intercompany Advance**") (in such capacity an "**Intercompany Lender**") to another Applicant (in such capacity, an "**Intercompany Borrower**") on or after the date hereof shall be entitled to the benefit of and is hereby granted a charge (the "**Intercompany Charge**") on the Property of the Intercompany Borrower as security for all Approved Intercompany Advances advanced to the Intercompany Borrower. The Intercompany Charge shall have the priority set out in the paragraphs 39 and 41 hereof.

### **DIP FINANCING**

33. ~~32.~~ **THIS COURT ORDERS** that the Applicant is 186 Old Kennedy Development Inc., 31 Victory Development Inc., 58 Old Kennedy Development Inc., 82 Old Kennedy Development Inc., 76 Old Kennedy Development Inc., 22 Old Kennedy Development Inc., 35 Thelma Development Inc., 19 Turff Development Inc. and 4550 Steeles Development Inc. (collectively, the "**DIP Borrowers**") are hereby authorized and empowered to obtain and borrow under a credit facility from ~~[DIP LENDER'S NAME]~~ (the "KingSett Mortgage Corporation or its assignee (the "**DIP Lender**")") in order to finance the ~~Applicant's~~ Applicants' working capital requirements and

other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$●750,000 unless permitted by further Order of this Court.

34. ~~33.~~ **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the ~~commitment letter~~term sheet between the ~~Applicant~~Applicants and the DIP Lender dated as of ~~[DATE]~~November 5, 2018 (the "~~Commitment Letter~~""DIP Term Sheet"), filed.

35. ~~34.~~ **THIS COURT ORDERS** that the ~~Applicant is~~DIP Borrowers are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, debentures, hypothecs and security documents, guarantees and other definitive documents (collectively, the "~~Definitive Documents~~""), as are contemplated by the ~~Commitment Letter~~DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the ~~Applicant is~~DIP Borrowers are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the ~~Commitment Letter~~DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

36. ~~35.~~ **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "~~DIP Lender's Charge~~"") on the Property of the DIP Borrowers, which ~~DIP Lender's~~"s Charge shall not secure an obligation that exists before this Order is made. The ~~DIP Lender's~~"s Charge shall have the priority set out in paragraphs ~~{38}~~39 and ~~{40}~~41 hereof.

37. ~~36.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) ~~upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ● days~~the DIP Lender: (i) upon five (5) business days' notice to the ~~Applicant~~DIP Borrowers and the Monitor, may exercise



any and all of its rights and remedies against the ~~Applicant~~DIP Borrowers or the Property of the DIP Borrowers under or pursuant to the ~~Commitment Letter~~DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against DIP Borrowers and for the appointment of a trustee in bankruptcy of DIP Borrowers; and (ii) immediately upon providing written notice to the DIP Borrowers and the Monitor, may cease making advances to the ~~Applicant~~DIP Borrowers and set off and/or consolidate any amounts owing by the DIP Lender to the ~~Applicant~~DIP Borrowers against the obligations of the ~~Applicant~~DIP Borrowers to the DIP Lender under the ~~Commitment Letter~~DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, ~~to and~~ make demand, accelerate payment and give other notices, ~~or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and~~

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the ~~Applicant~~DIP Borrowers or the Property of the DIP Borrowers.

38. ~~37.~~ **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the ~~Applicant~~Applicants under the CCAA, or any proposal filed by the ~~Applicant~~DIP Borrowers under the ~~Bankruptcy and Insolvency Act of Canada (the "BIA")~~BIA, with respect to any advances made under the Definitive Documents.

## VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

39. ~~38.~~ **THIS COURT ORDERS** that the priorities of the ~~Directors' Charge, the Administration Charge and, the DIP Lender's Charge and the Intercompany Charge,~~ as among them, shall be as follows<sup>9</sup>:

- (a) First — ~~Administration Charge (to the maximum amount of \$●);~~ 300,000);
- (b) Second — ~~DIP Lender's Charge;~~ and
- (c) Third — ~~Directors' Intercompany Charge (to the maximum amount of \$●).~~

40. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Directors' Charge, the Administration Charge or the, DIP Lender's Charge and Intercompany Charge~~ (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

41. ~~40.~~ **THIS COURT ORDERS** that each of the ~~Directors' Charge, the Administration Charge and the DIP Lender's Charge~~ Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, deemed trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, except as provided as follows:

- (a) the Administration Charge- first priority with respect to the Property known as 186 Old Kennedy Road, 51 Victory Road, 31 Victory Road, 22 Old Kennedy Road, 16 Old Kennedy Road, 19 Turff Avenue, 35 Thelma Avenue, 20 Thelma Avenue, 58/76/82 Old Kennedy Road, 4550 Steeles Avenue and 31 Old Kennedy Road

<sup>9</sup> ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

(collectively, the "Pacific Gardens Properties"); and immediately subordinate to all existing first ranking mortgages on other Property of the Applicants;

- (b) the DIP Lender's Charge- immediately subordinate to the Administration Charge and in priority to all Encumbrances with respect to the Pacific Gardens Properties; and
- (c) the Intercompany Charge- subordinate to the Administration Charge, the DIP Lender's Charge and the existing first ranking mortgage on the Pacific Gardens Properties; and immediately subordinate to the Administration Charge and existing first ranking mortgages on all other Property of the Applicants.

42. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant ~~Applicants~~ shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge~~ Charges, unless the Applicant ~~Applicants~~ also ~~obtains~~ obtain the prior written consent of the ~~Monitor, the DIP Lender and the beneficiaries of the Directors' Charge and the Administration Charge,~~ applicable Charges or further Order of this Court.

43. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge~~ Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") and/or the DIP Lender 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 or by the Proposal Proceedings and the declarations of insolvency made therein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing 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 Applicant ~~Applicants~~, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the ~~Commitment Letter~~ DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the ~~Applicant~~ Applicants 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 ~~Applicant~~ DIP Borrowers entering into the ~~Commitment Letter~~ DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the ~~Applicant~~ Applicants pursuant to this Order, the ~~Commitment Letter~~ DIP Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

44. ~~43.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the ~~Applicant's~~ Applicants' interest in such real property leases.

#### **SERVICE AND NOTICE**

45. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~ the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the ~~Applicant~~ Applicants of more than \$1000, 1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

46. ~~45-~~**THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<@><http://www.ksvadvisory.com/insolvency-cases/forme-development-group/>’.

47. ~~46-~~**THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the ~~Applicant~~Applicants and the Monitor are 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 the ~~Applicant's~~Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Applicant~~Applicants 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.

#### **GENERAL**

48. ~~47-~~**THIS COURT ORDERS** that the ~~Applicant~~Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

49. ~~48-~~**THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the ~~Applicant~~Applicants, the Business or the Property.

50. ~~49-~~**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 ~~Applicant~~Applicants, the Monitor and their 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 ~~Applicant~~Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the ~~Applicant~~Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

51. ~~50-~~**THIS COURT ORDERS** that each of the ~~Applicant~~Applicants and the Monitor 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 Monitor 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.

52. ~~51-~~**THIS COURT ORDERS** that any interested party (including the ~~Applicant~~Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order, provided however that the DIP Lender shall be entitled to rely on this Order as issued for all advances made under the DIP Term Sheet, the DIP Lender's Charge and the Definitive Documents up to and including the date this Order may be varied or amended.

53. ~~52-~~**THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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**Schedule "A" – List of Applicants**

<u>2358825 Ontario Ltd.</u>
<u>27 Anglin Development Inc.</u>
<u>29 Anglin Development Inc.</u>
<u>4 Don Hillock Development Inc.</u>
<u>250 Danforth Development Inc.</u>
<u>3310 Kingston Development Inc.</u>
<u>1296 Kennedy Development Inc.</u>
<u>7397 Islington Development Inc.</u>
<u>1326 Wilson Development Inc.</u>
<u>101 Columbia Development Inc.</u>
<u>4208 Kingston Development Inc.</u>
<u>376 Derry Development Inc.</u>
<u>390 Derry Development Inc.</u>
<u>189 Carville Development Inc.</u>
<u>169 Carville Development Inc.</u>
<u>159 Carville Development Inc.</u>
<u>5507 River Development Inc.</u>
<u>4439 John Development Inc.</u>
<u>186 Old Kennedy Development Inc.</u>
<u>31 Victory Development Inc.</u>
<u>58 Old Kennedy Development Inc.</u>
<u>76 Old Kennedy Development Inc.</u>
<u>82 Old Kennedy Development Inc.</u>
<u>22 Old Kennedy Development Inc.</u>
<u>35 Thelma Development Inc.</u>
<u>19 Turff Development Inc.</u>
<u>4550 Steeles Development Inc.</u>
<u>9500 Dufferin Development Inc.</u>

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 COMPANY  
DEVELOPMENT GROUP INC. AND THE OTHER COMPANIES LISTED ON SCHEDULE  
"A" HERETO

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
*(Commercial List)*

*Proceeding commenced at Toronto*

**INITIAL ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**  
190 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Marie Forté (LSUC # 27299)**

Tel: 416-597-6477

Email: [forte@gnsh.com](mailto:forte@gnsh.com)

**Jennifer Stum (LSUC # 46735)**

Tel: 416-597-5017

Email: [jstum@gnsh.com](mailto:jstum@gnsh.com)

155





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Padding cell	

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Deletions	298
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Moved to	0

157

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")

Court File No:

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceeding commenced TORONTO**

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**APPLICATION RECORD  
(returnable November 6, 2018)**

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**GOLDMAN SLOAN NASII & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**Mario Forte (LSUC#: 27293F)**  
Tel: 416.597.6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

**Jennifer Stam (LSUC#: 46735J)**  
Tel: 416.597.5017  
Email: [stam@gsnh.com](mailto:stam@gsnh.com)

Lawyers for the Applicants