

**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

Estate File No.: 31-2436568

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE PROPOSAL OF
58 OLD KENNEDY DEVELOPMENT INC.,
76 OLD KENNEDY DEVELOPMENT INC. AND
82 OLD KENNEDY DEVELOPMENT INC.,
ALL CORPORATIONS INCORPORATED UNDER THE LAWS OF
ONTARIO

MOTION RECORD OF THE MONITOR AND PROPOSAL TRUSTEE

May 21, 2021

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TO: THE SERVICE LIST

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TAB 1

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")

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE PROPOSAL OF
58 OLD KENNEDY DEVELOPMENT INC.,
76 OLD KENNEDY DEVELOPMENT INC. AND
82 OLD KENNEDY DEVELOPMENT INC.,
ALL CORPORATIONS INCORPORATED UNDER THE LAWS
OF ONTARIO

NOTICE OF MOTION
(Returnable May 31, 2021)

KSV Restructuring Inc.¹ ("**KSV**"), in its capacity as Court-appointed monitor (in such capacity, the "**Monitor**") of the Applicants in their proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**"), and in its capacity as proposal trustee (in such capacity, the "**Proposal Trustee**") of 58 Old Kennedy Development Inc., 76 Old Kennedy Development Inc. and 82 Old Kennedy Development Inc. (collectively, the "**NOI Entities**"), in proposal proceedings commenced on October 26, 2018 by the NOI Entities

¹ Effective August 31, 2020, KSV Kofman Inc. changed its name to KSV Restructuring Inc.

under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the "**BIA**") will make a motion to a Judge of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on May 31, 2021 at 12:30 p.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard by videoconference as a result of the COVID-19 pandemic. Please refer to the videoconference details attached at Schedule "B" hereto in order to attend the motion and advise if you intend to attend the motion by emailing Aiden Nelms at nelmsa@bennettjones.com.

THE MOTION IS FOR:

1. An order (the "**Order**") substantially in the form of the draft order attached as Tab "3" of this Motion Record, among other things:
 - (a) extending the Stay Period (as defined in paragraph 15 of the Initial Order of the Court made on November 30, 2018, as amended and restated, the "**Initial Order**") from May 31, 2021 to and including September 30, 2021 (the "**Stay Extension**");
 - (b) authorizing and directing the City of Mississauga to refund the Application Funds (as defined below) to the Monitor;
 - (c) approving the Seventeenth Report of the Monitor and the Thirteenth Report of the Proposal Trustee dated May 21, 2021 (the "**Report**") and the activities of the Monitor and the Proposal Trustee described therein; and
 - (d) approving the fees and disbursements of the Monitor and its counsel, Bennett Jones LLP ("**Bennett Jones**"), for the period of February 1, 2021 to April 30, 2021 (the "**Approval Period**").

2. Such further and other relief as counsel may request and the Court deems just.

THE GROUNDS FOR THIS MOTION ARE:

The Applicants

3. Forme Development Group Inc. and its affiliated companies (collectively, the "**Forme Group**") intended to develop commercial and residential real estate projects. The Forme Group's projects, with the exception of 2358825 Ontario Ltd.'s project, had not advanced beyond the planning stage at the commencement of the Forme Group's restructuring proceedings.

4. Pursuant to the Initial Order, the Applicants were granted protection under the CCAA (the "**CCAA Proceedings**") and KSV was appointed as the Monitor with enhanced powers, including powers to market for sale and to complete real property sale transactions on behalf of the Applicants.

5. The primary purpose of the CCAA Proceedings was to create a stabilized environment to conduct a Court-approved sale process (the "**Sale Process**"). The Sale Process included all of the Applicants' real estate development projects and 59 and 63 Elm Avenue, being two (2) residential properties owned by Yuan Hua Wang ("**Mr. Wang**") and his wife.

6. KSV was also appointed Proposal Trustee of three (3) of the Applicants' affiliated entities – the NOI Entities – in proposal proceedings commenced on October 26, 2018 by the NOI Entities under the BIA (the "**BIA Proceedings**"). The properties owned by the NOI Entities were sold in the BIA Proceedings. On February 13, 2019, each of the NOI Entities filed a proposal (collectively, the "**Proposals**"). The Proposals were unanimously accepted by the creditors on March 6, 2019 and approved by the Court on March 14, 2019.

7. Mr. Wang is the sole shareholder of the Applicants, the NOI Entities and fourteen (14) affiliated real estate development companies which are not subject to the CCAA Proceedings or the BIA Proceedings (each a "**Non-Applicant**" and collectively, the "**Non-Applicants**"). Certain of the Non-Applicants are (or were) subject to receivership and other enforcement proceedings - KSV is not the receiver in those proceedings.

The Undertaking

8. On March 11, 2019, Mr. Wang and the Non-Applicants executed an undertaking which was approved by the Court on March 18, 2019, as amended (the "**Undertaking**"). The purpose of the Undertaking is to, *inter alia*, provide a mechanism to facilitate the orderly sale of the Non-Applicants' real property and to hold in a trust account the surplus funds realized therefrom for the benefit of all creditors, including those with guarantee claims against Mr. Wang.

9. Additionally, the Undertaking provides that the Monitor will conduct a claims process for the Applicants, the NOI Entities, the Non-Applicants, the directors and officers of the Applicants, the NOI Entities and the Non-Applicants and certain claims against Mr. Wang prior to the distribution of any of the Surplus (as defined below) to Mr. Wang in his capacity as a shareholder.

Mr. Wang's Bankruptcy

10. On January 24, 2020, Mr. Wang filed a Notice of Intention to Make a Proposal under the BIA and filed a proposal on March 27, 2020 (the "**Proposal**").

11. On April 15, 2020, the Court made an order whereby the Proposal was deemed to be rejected by Mr. Wang's creditors. As a result, Mr. Wang was deemed to have made an assignment in bankruptcy, and KSV was substituted as trustee of Mr. Wang's bankrupt estate (in such capacity,

the "**Trustee**"). KSV was affirmed as Trustee at the first meeting of creditors convened on May 6, 2020.

The Claims Procedure²

12. On October 22, 2019, the Monitor sought and obtained an Order (the "**Claims Procedure Order**") authorizing it to administer a claims procedure (the "**Claims Procedure**") to solicit and identify any and all Pre-Filing Claims, D&O Claims, NOI Claims, Non-Applicants Claims, Wang Claims and/or Restructuring Claims (each as defined in the Claims Procedure Order).

13. On or prior to the claims bar date, being January 10, 2020, 125 creditors filed Claims totaling approximately \$89 million. Pursuant to an order of the Court dated February 20, 2020, creditors who filed Wang Claims in the Claims Procedure did not need to file claims in Mr. Wang's bankruptcy.

14. Of the Claims filed, the Claims Procedure identified six (6) secured claims totaling approximately \$11.9 million (with interest and costs continuing to accrue) (collectively, the "**Secured Claims**"). Pursuant to Court orders made on August 27, 2020, November 12, 2020 and February 25, 2021, the Court authorized the Monitor to make distributions from the Surplus in respect of the Secured Claims up to the full amount owing.

15. As of February 18, 2021, there is approximately \$8.5 million (the "**Surplus**") held in trust with Bennett Jones (\$3.5 million) and in trust accounts being maintained by the Proposal Trustee and the Monitor (\$5 million).

16. The status of the Claims Procedure is as follows:

² Terms in this section not otherwise defined herein have the meanings ascribed to them in the Claims Procedure Order dated October 22, 2019.

- (a) the Monitor, through its counsel and in consultation with Mr. Wang, where required by the Claims Procedure Order, has issued Notices of Revision or Disallowance and Notices of Acceptance of Claim to nearly all claimants who filed Claims (each as defined in the Claims Procedure Order) in the Claims Procedure against the Forme Group entities with surplus funds (the "**Surplus Entities**");
- (b) the Monitor has not reviewed, and does not intend to review, Claims filed against Forme Group entities for which there are unlikely to be funds available for distribution;
- (c) the Monitor has received eleven (11) Notices of Dispute (as defined in the Claims Procedure Order) from nine (9) claimants in connection with certain of the Notices of Revision or Disallowance issued by the Monitor. The Monitor has resolved two (2) such Notices of Dispute and is attempting to resolve the remaining disputed Claims without the involvement of the Claims Officer (as defined in the Claims Procedure Order) or the Court;
- (d) the Monitor has substantially completed an intercompany claims analysis of the Forme Group entities' transactions (the "**Intercompany Analysis**") and reconciled and determined the resulting intercompany claims (the "**Intercompany Claims**"). The Intercompany Analysis resulted in approximately \$8.6 million of Intercompany Claims against the Surplus Entities. No stakeholder opposed the Intercompany Analysis or the proposed treatment of the Intercompany Claims contained therein;

- (e) in light of the sale of the Non-Applicants' last remaining property at 376 Derry Road on February 26, 2021, on May 13, 2021, the Monitor issued five (5) Notices of Revision or Disallowance and five (5) Notices of Acceptance to certain creditors of 376 Derry Development Inc. and 186 Old Kennedy Development Inc., another Non-Applicant who recently sold its real property. These two (2) entities are expected to receive distributions from Surplus Entities resulting from the Intercompany Claims; and
- (f) the Monitor continues to review and discuss several significant Claims with the relevant claimants.

17. In addition to finalizing the outstanding Claims against the Surplus Entities in the Claims Procedure, the following matters, among others, must be resolved before distributions can be made to unsecured creditors:

- (a) the determination of the Claims of Canada Revenue Agency ("**CRA**"). CRA filed placeholder Claims in the Claims Procedure and, on November 10, 2020, filed amended Proofs of Claim against several of the Forme Group entities which do not appear to reflect the current tax position of the Forme Group entities;
- (b) the filing of tax returns by KPMG LLP ("**KPMG**"), who was retained by the NOI Entities, the Applicants and the Non-Applicants, on behalf of every Forme Group entity; and
- (c) engaging with the CRA once the tax returns are filed and Notices of Assessment are issued to determine and resolve CRA's Claims to be admitted in the Claims Procedure.

Refund from the City of Mississauga

18. In late 2020, the Monitor was made aware that there may be certain funds being held by the City of Mississauga in respect of an "Application for an Official Plan Amendment, Rezoning and/or Plan of Subdivision" posted in favour of two (2) Non-Applicants, namely 376 Derry Development Inc. and 390 Derry Development Inc. (together, the "**Derry Entities**"), available for refund.

19. Counsel for the Monitor discussed with the City of Mississauga and it was confirmed on May 12, 2021 that there was approximately \$175,627.69 (the "**Posted Amount**") being held by the City of Mississauga, of which approximately \$125,439.39³ is available for refund (the "**Application Funds**"). In light of the Undertaking and the Claims Procedure Order which will result in the Monitor making distributions to creditors of certain Non-Applicants, the Monitor is seeking to have the Application Funds returned to it for ultimate distribution to the Derry Entities' creditors. City of Mississauga has advised the Monitor's counsel that it is prepared to release the Application Funds to the Monitor, which process can be expedited if a Court order is granted directing it to do so.

Stay Extension

20. The Stay Period currently expires on May 31, 2021.

21. The Monitor is seeking the Stay Extension so that it is able to:

- (a) continue to advance and administer the Claims Procedure (as defined below);

³ The Application Funds amount is approximately 70% of the Posted Amount and was calculated pursuant to City by-law 0251-2020.

- (b) continue to work with KPMG to have the Forme Group's tax returns filed and assessed so that the Claims Procedure can be completed; and
- (c) perform its obligations set out in the Undertaking and other Court orders granted in these proceedings.

22. In discharging its enhanced duties and obligations under the Initial Order in the CCAA Proceedings, the Monitor, which has enhanced powers in these proceedings, has acted and continues to act in good faith and with due diligence.

23. The Cash Flow Forecast (as defined in and appended to the Report) reflects that there is sufficient funding in place to support the Stay Extension.

24. The Monitor is not aware of any stakeholder that would be prejudiced by the granting of the Stay Extension.

Fee Approval

25. The Report and the fee affidavits appended thereto (the "**Fee Affidavits**") filed in connection with this motion contain detailed information on the fees and disbursements of the Monitor and its counsel during the Approval Period.

26. In the Monitor's view, the fees and disbursements of the Monitor and Bennett Jones are reasonable in the circumstances and have been properly incurred. The hourly rates charged by Bennett Jones are consistent with the rates charged by corporate law firms practicing in the area of corporate insolvency and restructuring in Toronto.

General

27. The provisions of the CCAA, as amended, section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and the inherent and equitable jurisdiction of this Court.
28. Rules 1.04, 1.05, 2.01, 2.03, 3.02, 16, 37 and 72.03 of the *Rules of Civil Procedure*, R.R.O. 1990 Reg. 194, as amended.
29. Such further and other grounds as counsel may advise and the Court may permit.

DOCUMENTARY EVIDENCE

30. The following documentary evidence will be used at the hearing of the motion:
- (a) the Report;
 - (b) the Fee Affidavits; and
 - (c) such further and other material as counsel may advise and the Court may permit.

May 21, 2021

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SCHEDULE "A"
APPLICANTS

3310 Kingston Development Inc.
1296 Kennedy Development Inc.
1326 Wilson Development Inc.
5507 River Development Inc.
4439 John Development Inc.
2358825 Ontario Ltd.
250 Danforth Development Inc.
159 Carrville Development Inc.
169 Carrville Development Inc.
189 Carrville Development Inc.
27 Anglin Development Inc.
29 Anglin Development Inc.

SCHEDULE "B"

Join Zoom Meeting

<https://us02web.zoom.us/j/84277971929>

Meeting ID: 842 7797 1929

One tap mobile

+13017158592,,84277971929# US (Washington DC)

+13126266799,,84277971929# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 842 7797 1929

Find your local number: <https://us02web.zoom.us/j/84277971929>

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")

Estate No. 31-2436538

IN THE MATTER OF THE PROPOSAL OF 58 OLD KENNEDY DEVELOPMENT INC.,
76 OLD KENNEDY DEVELOPMENT INC. AND
82 OLD KENNEDY DEVELOPMENT INC.,
ALL CORPORATIONS INCORPORATED UNDER THE LAWS OF ONTARIO

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

Proceeding commenced at Toronto

NOTICE OF MOTION

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Court-appointed monitor and proposal trustee and not in its
personal capacity

TAB 2



**Seventeenth Report of
KSV Restructuring Inc.
as CCAA Monitor of
Forme Development Group Inc.
and the Companies Listed on
Appendix “A”**

May 21, 2021

and

**Thirteenth Report of
KSV Restructuring Inc.
as Proposal Trustee of
58 Old Kennedy Development Inc.,
76 Old Kennedy Development Inc. and
82 Old Kennedy Development Inc.**

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COURT FILE NO.:CV-18-608313-00CL

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF FORME DEVELOPMENT GROUP INC. AND THE OTHER COMPANIES
LISTED ON APPENDIX "A"**

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

ESTATE FILE NO.: 31-2436568

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE PROPOSAL OF
58 OLD KENNEDY DEVELOPMENT INC.,
76 OLD KENNEDY DEVELOPMENT INC. AND
82 OLD KENNEDY DEVELOPMENT INC.,
ALL CORPORATIONS INCORPORATED UNDER THE LAWS OF ONTARIO**

**SEVENTEENTH REPORT OF KSV RESTRUCTURING INC. AS
MONITOR AND THIRTEENTH REPORT OF KSV
RESTRUCTURING INC. AS PROPOSAL TRUSTEE**

May 21, 2021

1.0 Introduction

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on November 30, 2018, as amended and restated on December 6, 2018 (the "Initial Order"), Forme Development Group Inc. and the affiliated entities listed on Appendix "A" (collectively, the "Applicants") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), and KSV Restructuring Inc. ("KSV")¹ was appointed monitor (in such capacity, the "Monitor"). A copy of the Initial Order is attached as Appendix "B".

¹ On August 31, 2020, KSV Kofman Inc. changed its name to KSV Restructuring Inc.

2. The principal purpose of these proceedings (the “CCAA Proceedings”) was to create a stabilized environment to conduct a Court-approved sale process (“Sale Process”) for the Applicants’ real property. The Initial Order approved, *inter alia*, a Sale Process for the Applicants’ real estate development projects and for two residential homes located at 59 and 63 Elm Avenue (jointly, the “Elm Properties”) which were owned by Yuan Hua Wang (“Mr. Wang”), the principal of the Applicants, and his wife.
3. KSV was also appointed proposal trustee (in such capacity, the “Proposal Trustee”) of three of the Applicants’ affiliates, being 58 Old Kennedy Development Inc., 76 Old Kennedy Development Inc. and 82 Old Kennedy Development Inc. (collectively, the “NOI Debtors”) in proceedings commenced on October 26, 2018 by the NOI Debtors under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the “BIA”) (the “NOI Proceedings”).
4. The properties owned by the NOI Debtors were sold in the NOI Proceedings. On February 13, 2019, the NOI Debtors each filed a proposal (collectively, the “Proposals”). The Proposals provide that any monies available for distribution from the sale of the NOI Debtors’ properties will be paid to creditors in accordance with priorities. The Proposals were unanimously accepted by creditors at creditors’ meetings held on March 6, 2019. The Proposals were approved by the Court on March 14, 2019.
5. Mr. Wang is the sole shareholder of the Applicants, the NOI Debtors and 14 affiliated real estate development companies which are not subject to the CCAA Proceedings or the NOI Proceedings (the “Non-Applicants”, and together with the Applicants and the NOI Debtors, the “Forme Group”). A list of the Non-Applicants is attached as Appendix “C”. The Non-Applicants owned 12 properties, all of which have now been sold. The Non-Applicants do not have the benefit of the CCAA stay of proceedings (the “Stay of Proceedings”), and certain Non-Applicants are (or were) subject to separate receivership or enforcement proceedings where KSV is not the court-officer, as well as power of sale proceedings.
6. Pursuant to a Court order made on October 22, 2019 (the “Claims Procedure Order”), the Monitor is carrying out a claims procedure (the “Claims Procedure”) to solicit and determine claims against the Applicants; the Non-Applicants; the NOI Debtors; the directors and officers of the Applicants, the Non-Applicants and the NOI Debtors; and Mr. Wang, solely in his capacity as a guarantor, surety or indemnitor of any obligation of any of the Applicants, the NOI Debtors or the Non-Applicants, and in his capacity as an owner of the Elm Properties and not in any other capacity.
7. On April 15, 2020, Mr. Wang was deemed to have made an assignment in bankruptcy. KSV was appointed as Mr. Wang’s Licensed Insolvency Trustee (in such capacity, the “Trustee”).
8. KSV is filing this report (“Report”) in its capacities as Monitor and Proposal Trustee.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information about the CCAA Proceedings and the NOI Proceedings;
 - b) provide an update on the Claims Procedure, including the status of tax returns prepared for the Forme Group by KPMG LLP (“KPMG”), which are required to determine the claims of Canada Revenue Agency (“CRA”);
 - c) discuss the reasons to extend the Stay of Proceedings from May 31, 2021 to September 30, 2021;
 - d) report on the Applicants’ cash flow projection for the period June 1, 2021 to September 30, 2021 (the “Cash Flow Forecast”);
 - e) detail the fees and disbursements of the Monitor and its counsel, Bennett Jones LLP (“Bennett Jones”), from February 1, 2021 to April 30, 2021, and seek approval of same; and
 - f) recommend that the Court issue an order (the "Order"), among other things:
 - i. extending the Stay of Proceedings from May 31, 2021 to September 30, 2021;
 - ii. authorizing and directing the City of Mississauga to refund the Application Funds (as defined below) to the Monitor;
 - iii. approving the fees and disbursements of the Monitor and Bennett Jones as detailed herein; and
 - iv. approving this Report and the Monitor’s activities described herein.

1.2 Restrictions

1. In preparing this Report, KSV, as Monitor and Proposal Trustee, has relied upon the Applicants’ and the NOI Debtors’ unaudited financial information and information provided by the Non-Applicants and their legal counsel. KSV has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that complies with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants Canada Handbook.
2. KSV expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by KSV in preparing this Report. Any party wishing to place reliance on the financial information contained herein should perform its own due diligence and any reliance placed by any party on such information shall not be sufficient for any purpose whatsoever. KSV accepts no reliance to any party based on the information in this Report.

3. An examination of the Cash Flow Forecast as outlined in the Chartered Professional Accountants Canada Handbook has not been performed. Future oriented financial information relied upon in this Report is based upon assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.

2.0 Background

1. The Forme Group was a commercial and residential real estate group of over 30 companies which sought to develop low-rise, high-rise and mixed-use projects in the Greater Toronto Area.
2. In advance of the CCAA Proceedings, KSV filed a report to Court dated November 6, 2018 in its capacity as proposed CCAA monitor (the "Proposed Monitor's Report"). KSV also filed three supplements to the Proposed Monitor's Report (the "Supplemental Reports"). Detailed information about the Forme Group and the commencement of the CCAA Proceedings is set out in the Proposed Monitor's Report and the Supplemental Reports and, accordingly, that information is not repeated in this Report.
3. Copies of Court materials filed in the CCAA Proceedings and the NOI Proceedings are available on KSV's website (the "Website"), being: <https://www.ksvadvisory.com/insolvency-cases/case/forme-development-group-inc>.

2.1 The Undertaking

1. On March 11, 2019, Mr. Wang and the Non-Applicants executed an undertaking (the "Undertaking") in favour of the Court. The Undertaking was approved pursuant to a Court order made on March 18, 2019. The issues which caused the Undertaking to be put in place are detailed in the Monitor's Supplement to its Third Report to Court dated March 12, 2019, which is available on the Website. The Undertaking is also available on the Website.
2. The purpose of the Undertaking is to, *inter alia*, provide mechanisms to facilitate the orderly sale of the Non-Applicants' real property and to hold in trust any surplus funds realized therefrom for the benefit of creditors, including those with guarantee claims against Mr. Wang.
3. The Undertaking provides that the Monitor is to conduct a claims process for the Applicants, NOI Debtors, Non-Applicants and for certain claims against Mr. Wang before any portion of the Surplus (as defined below) can be distributed to Mr. Wang in his capacity as shareholder.
4. As at the date of this Report, there is approximately \$8.5 million (the "Surplus") held in trust with Bennett Jones (\$3.5 million) and in trust accounts being maintained by the Proposal Trustee and the Monitor (\$5.0 million).

5. The amount held by Bennett Jones represents the net proceeds realized from the sale of the Non-Applicants' real property after distributions to secured creditors approved by the Court on August 27, 2020, November 12, 2020 and February 25, 2021. The secured distributions repaid in full the amount owing to a mortgagee of the real property owned by 22 Old Kennedy Development Inc. and 50% of the amounts owing to several mortgagees whose obligations were personally guaranteed by Mr. Wang on a secured basis. The amounts still owing to those secured creditors with claims against Mr. Wang is approximately \$4.4 million.
6. The amount held by the Monitor and the Proposal Trustee largely represents the net proceeds of sale from properties owned by the NOI Debtors, 5507 River Development Inc., 4439 John Development Inc. and 2358825 Ontario Ltd. (the "Birchmount Applicant")². The other Applicants did not generate recoveries sufficient to fully repay all of the mortgages on their properties.
7. The Surplus represents the sum of monies remaining from the sale of all properties owned by the Forme Group, net of the repayment of all mortgages on those properties, as well as distributions to certain secured creditors with claims against Mr. Wang (as detailed above) and the fees and costs of these proceedings. The Surplus is prior to the payment of the unsecured claims against those entities. Unsecured claims have been submitted to the Monitor in accordance with the Claims Procedure Order, as detailed in Section 3 of this Report.
8. Because historically the Forme Group routinely transferred monies from one entity to another, pursuant to the Claims Procedure Order, the Monitor filed claims against transferee entities (which amounts are unsecured claims). To the extent that any Forme Group entity has sufficient proceeds to pay in full its unsecured claims (including its tax obligations and any intercompany claims), the remaining surplus will be distributed to creditors of Mr. Wang by the Monitor (as required by the Undertaking), in accordance with the priority of their claims.

2.2 Bankruptcy of Mr. Wang

1. On January 24, 2020, Mr. Wang filed a Notice of Intention to Make a Proposal pursuant to section 50.4 of the BIA, and on March 27, 2020, Mr. Wang filed a proposal (the "Wang Proposal").
2. On April 15, 2020, the Court made an order (the "Bankruptcy Order") pursuant to subsection 50(12) of the BIA, declaring that the Wang Proposal was deemed to be refused by his creditors. As a result, Mr. Wang was deemed to have made an assignment in bankruptcy on that date.
3. Pursuant to the Bankruptcy Order, KSV was appointed as Trustee of Mr. Wang's bankrupt estate. The Trustee's appointment was affirmed at the first meeting of creditors held on May 6, 2020.
4. On January 8, 2021, the inspectors of Mr. Wang's bankrupt estate passed resolutions directing the Trustee to: (i) oppose Mr. Wang's automatic discharge; and (ii) conduct an examination of Mr. Wang pursuant to Section 163 of the BIA.

² The Monitor has also recently collected approximately \$328,000, representing funds that were owing to the Birchmount Applicant pursuant to three settlement agreements with lien claimants that were approved pursuant to a Court order made on February 25, 2021. These settlement proceeds are included in the Surplus funds held by the Monitor.

5. On January 13, 2021, the Trustee issued a Notice of Opposition in respect of Mr. Wang's automatic discharge. A discharge hearing has not yet been scheduled.
6. On April 23, 2021, Bennett Jones, on behalf of the Trustee, performed an examination of Mr. Wang. As at the date of this Report, Bennett Jones is preparing a list of undertakings that were provided during the examination. The Trustee will be discussing with the inspectors of Mr. Wang's estate the next steps in the bankruptcy proceedings.

3.0 Claims Procedure

1. The Claims Procedure is being administered in accordance with the Claims Procedure Order to determine claims against the Surplus. A copy of the Claims Procedure Order is attached as Appendix "D".
2. Pursuant to a Court order made on February 20, 2020, creditors who filed claims against Mr. Wang in the Claims Procedure do not need to file claims in Mr. Wang's bankruptcy.
3. On or prior to the claims bar date (January 10, 2020), 125 creditors filed claims totaling approximately \$89 million, including six secured claims which were accepted in the amount of approximately \$11.9 million (with interest and costs continuing to accrue on these claims). Those secured claims are detailed below.

Creditor	Claim Against	Amount Accepted (\$000s)	Distributions to Date (\$000s)
2557725 Ontario Inc.	22 Old Kennedy	3,086	3,086
2603616 Ontario Inc.	Mr. Wang	3,108	1,554
2611622 Ontario Inc.	Mr. Wang	2,390	1,195
Ferina Construction Ltd.	Mr. Wang	2,284	1,142
2612316 Ontario Inc.	Mr. Wang	614	307
Steve Papaikonomou	Mr. Wang	427	214
Total		11,909	7,498

4. Bennett Jones reviewed the security of each of the secured creditors. Bennett Jones' opinions were discussed in the Monitor's fourteenth report dated August 19, 2020, a copy of which is available on the Website.
5. Pursuant to Court orders made on August 27, 2020, November 12, 2020 and February 25, 2021, the Court authorized the Monitor to make distributions to the secured creditors up to the full amount of their secured claims. As reflected in the table above, as at the date of this Report, the Monitor has distributed from the Surplus: (a) the full amount owing to 2557725 Ontario Inc.; and (b) approximately \$4.4 million, representing 50% of the amounts owing to the other Wang secured creditors. Additional distributions to secured creditors of Wang will be made once the Monitor has completed the Claims Procedure, particularly as it relates to the determination of tax claims, as discussed below.

6. The status of the Claims Procedure as it relates to unsecured claims filed against the Forme Group and/or Mr. Wang is summarized below:
- a) Notices of Revision or Disallowance (“NORDs”) and Notices of Acceptance have been issued to substantially all claimants who filed claims in the Claims Procedure against the Forme Group entities with surplus funds (the “Surplus Entities”). The Monitor has not reviewed, and does not intend to review, claims filed against Forme Group entities that will not have any funds available for distribution;
 - b) the Monitor has received eleven Notices of Dispute from nine claimants. The Monitor has resolved two of the Notices of Dispute and is attempting to resolve the remaining claims without the involvement of a Claims Officer or the Court;
 - c) the Monitor has substantially completed an intercompany claims analysis of the Forme Group entities’ transactions (the “Intercompany Claims”), which resulted in approximately \$8.6 million of Intercompany Claims filed against the Surplus Entities. A summary of the procedures performed by the Monitor to reconcile and determine the Intercompany Claims, as contemplated by paragraph 52 of the Claims Procedure Order, was provided in the Monitor’s fifteenth report to Court dated November 19, 2020 (the “Fifteenth Report”), which is also available on the Website. No stakeholder opposed the Monitor’s proposed treatment of the Intercompany Claims as set out in the Fifteenth Report;
 - d) the Non-Applicants’ last remaining property at 376 Derry Road was sold on February 26, 2021. Proceeds from the sale were insufficient to fully repay the mortgagees, resulting in additional unsecured claims filed against the Non-Applicants and Mr. Wang³. On May 13, 2021, the Monitor issued five NORDs and five Notices of Acceptance to certain creditors of 376 Derry Development Inc. and another Non-Applicant that recently sold its real property, being 186 Old Kennedy Development Inc. These two Non-Applicants are expected to receive distributions from Surplus Entities resulting from Intercompany Claims and, accordingly, are projected to have funds available for distribution to creditors. As at the date of this Report, the Monitor has not received any Notices of Dispute in connection with these most recent NORDs issued on May 13, 2021 – the deadline to file such notices is May 27, 2021; and
 - e) there are several significant claims that remain unresolved. Certain of these claims appear to be duplicative. The Monitor has encouraged legal counsel to the applicable creditors, including a group of purchasers of the Birchmount Applicant, the Birchmount Condominium Corporation and Tarion Warranty Corporation, to attempt to resolve the apparent duplication. The Monitor has been advised that those discussions are ongoing. The Monitor has also repeatedly advised these parties that there are expected to be nominal amounts available for distribution to unsecured creditors of the Birchmount Applicant and/or Mr. Wang and, accordingly, their respective claims should be resolved efficiently and expeditiously.

³ The Claims Procedure Order contemplated that properties would be sold following the claims bar date and addressed this by the concept of a “Sale Triggered Claims Bar Date”.

7. In addition to finalizing the outstanding claims against the Surplus Entities in the Claims Procedure, CRA's claims must be determined before the Monitor's allocation of Surplus funds can be finalized, its administration of the Claims Procedure can be completed and further and final distributions of Surplus funds can be made to creditors. In this regard:
 - a) CRA filed placeholder claims in the Claims Procedure and, on November 10, 2020, filed amended proofs of claim against several entities in the Forme Group. The amended claims do not reflect the current tax position of the Forme Group entities as tax returns have yet to be filed;
 - b) earlier in these proceedings, KPMG was retained by the NOI Debtors, the Applicants and the Non-Applicants. KPMG advised that none of the Forme Group entities (28 companies) ever filed a tax return and, accordingly, KPMG recently completed its preparation of over 120 tax returns in order to bring the Forme Group's tax filings current. As at the date of this Report, KPMG has finalized the tax returns and is in the process of arranging for them to be executed and filed with CRA; and
 - c) once the tax returns are filed and Notices of Assessment are issued by CRA, the Monitor will be in a position to engage with CRA so that it can file amended claims in the Claims Procedure. Resolution of CRA's claims is a gating issue to completion of the Claims Procedure.

4.0 Execution of Tax Returns

1. As "super" Monitor in these proceedings, the Monitor has the authority under the Initial Order to execute the tax returns on behalf of the Applicants. It intends to do so imminently so that the Applicants' tax returns can be filed with CRA.
2. As the tax returns were nearing completion, KPMG informed the Monitor that Mr. Wang had not responded to KPMG's requests to discuss the signing and filing of the tax returns for the Non-Applicants and the NOI Debtors. The Monitor sent emails on May 11, 2021 and May 13, 2021 asking whether Mr. Wang would be prepared to execute the tax returns on behalf of the NOI Debtors and the Non-Applicants so that those returns can be filed with CRA. On May 17, 2021, Jessica Wang, Mr. Wang's daughter, acknowledged receipt of the Monitor's email but has yet to confirm whether Mr. Wang is prepared to sign the tax returns.
3. KPMG has advised that Mr. Wang has been essentially unresponsive to its requests for information over the course of its mandate. Given that there will not be any funds available for distribution to Mr. Wang in his capacity as shareholder of any of the Non-Applicants and/or NOI Debtors, the Monitor is concerned that Mr. Wang is not motivated to provide assistance.
4. Bennett Jones will be discussing with Mr. Wang's legal counsel the issue of Mr. Wang executing tax returns for the Non-Applicants and the NOI Debtors. In the event that Mr. Wang is not prepared to carry out his obligations as the sole director of those entities and execute the tax returns expeditiously, the Monitor will bring a motion seeking relief in this regard as the tax returns need to be filed forthwith so that the Monitor's administration of the Claims Procedure (and ultimately these proceedings) can be completed.
5. Mr. Wang and his counsel will be served with a copy of the Monitor's Motion Record.

5.0 Cash Flow Forecast

1. The Cash Flow Forecast for the period June 1, 2021 to September 30, 2021 and the Applicants' statutory report on the cash flow prepared pursuant to Section 10(2)(b) of the CCAA are provided in Appendix "E". As reflected in the Cash Flow Forecast, there is presently approximately \$5.0 million in the trust accounts of the Monitor and the Proposal Trustee. Bennett Jones is holding the balance (\$3.5 million) of the Surplus, which was generated from the sale of the Non-Applicants' real property.
2. As "super" Monitor in these proceedings, and consistent with prior cash flow forecasts in these proceedings, the Monitor has executed the Applicants' statutory report on the Cash Flow Forecast. The Monitor believes this is appropriate given that, *inter alia*, the principals of the Applicants did not prepare the Cash Flow Forecast nor were they required to assist with its preparation given their limited involvement in the proceedings at this stage.
3. The Monitor's statutory report on the Cash Flow Forecast is attached as Appendix "F".

6.0 Stay Extension

1. The Monitor supports an extension of the Stay Period from May 31, 2021 to September 30, 2021 for the following reasons:
 - a) as "super" Monitor in these CCAA Proceedings, it is the Monitor's view that the good faith and due diligence standard should focus on the Monitor's conduct. This view was affirmed by Justice Hailey in his endorsement dated February 20, 2020, which included the following comment:

"References to "Applicants" acting in good faith in this context refers to the Monitor, as it is a super-monitor in these CCAA proceedings."

In this regard, the Monitor is discharging its duties and obligations under the CCAA, the Initial Order and other orders made in these proceedings in good faith and with due diligence;
 - b) it will enable the Monitor to continue its administration of the Claims Procedure, particularly working with KPMG to have the Forme Group's tax returns filed so that CRA's claims can be determined. Completing the Claims Procedure will enable the Monitor to make further distributions in due course and work to conclude these proceedings;
 - c) the Cash Flow Forecast reflects that there is sufficient funding in place for the extension period; and
 - d) no creditor will be prejudiced if the extension is granted.

7.0 Refund from the City of Mississauga

1. In late 2020, the Monitor was made aware that there may be certain funds being held by the City of Mississauga in respect of an "Application for an Official Plan Amendment, Rezoning and/or Plan of Subdivision" posted in favour of two Non-Applicants, namely 376 Derry Development Inc. and 390 Derry Development Inc. (together, the "Derry Entities"), available for refund.

2. Following a series of communications between counsel for the Monitor and City of Mississauga, it was confirmed on May 12, 2021 that there was approximately \$175,627.69 (the "Posted Amount") being held by the City of Mississauga, of which approximately \$125,439.39⁴ is available for refund (the "Application Funds"). In light of the Undertaking and the Claims Procedure Order which will result in the Monitor making distributions to creditors of certain Non-Applicants, the Monitor is seeking to have the Application Funds returned to it for ultimate distribution to the Derry Entities' creditors.
3. The Monitor and the City of Mississauga have negotiated and agreed on the language in the proposed Order to effect the return of the Application Funds to the Monitor.

8.0 Professional Fees

1. The fees and disbursements of the Monitor and Bennett Jones from the commencement of these proceedings to January 31, 2021 were approved pursuant to Court orders made on May 27, 2020, November 25, 2020 and February 25, 2021. The Monitor's fees (excluding disbursements and HST) and those of its legal counsel, Bennett Jones, from February 1, 2021 to April 30, 2021 total approximately \$89,319 and \$60,683, respectively.
2. The average hourly rates for KSV and Bennett Jones for the referenced billing periods were \$570.18 and \$549.66, respectively.
3. Detailed invoices in respect of the fees and disbursements of the Monitor and Bennett Jones are provided as exhibits to the affidavits (the "Fee Affidavits") filed by KSV and Bennett Jones attached as Appendices "G" and "H", respectively. Certain invoices have been redacted for privilege.
4. As set out in the Fee Affidavits, the fees of the Monitor and Bennett Jones for the referenced billing periods include those incurred to perform, among others, the following activities:
 - a) drafting this Report and dealing with the issues detailed herein, including working with KPMG on tax matters;
 - b) carrying out the Monitor's obligations under the Undertaking and all Court orders issued over the course of these proceedings; and
 - c) carrying out the Claims Procedure in accordance with the Claims Procedure Order, as set out in Section 3 of this Report.
5. The Monitor is of the view that the hourly rates charged by Bennett Jones are consistent with the rates charged by corporate law firms practicing in the area of corporate insolvency and restructuring in the Toronto market, and that the overall fees charged by Bennett Jones and the Monitor are reasonable and appropriate in the circumstances.

⁴ The Application Funds amount is approximately 70% of the Posted Amount and was calculated pursuant to City by-law 0251-2020.

9.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court make an order granting the relief detailed in Section 1.1(1)(f) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITIES AS MONITOR OF
FORME DEVELOPMENT GROUP INC. AND
THE AFFILIATED ENTITIES LISTED ON APPENDIX "A"
AND AS PROPOSAL TRUSTEE OF
58 OLD KENNEDY DEVELOPMENT INC., 76 OLD KENNEDY DEVELOPMENT INC. AND
82 OLD KENNEDY DEVELOPMENT INC. AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”

2358825 Ontario Ltd.

27 Anglin Development Inc.

29 Anglin Development Inc.

250 Danforth Development Inc.

3310 Kingston Development Inc.

1296 Kennedy Development Inc.

1326 Wilson Development Inc.

189 Carrville Development Inc.

169 Carrville Development Inc.

159 Carrville Development Inc.

5507 River Development Inc.

4439 John Development Inc.

Appendix “B”

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) FRIDAY, THE 30TH
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

AMENDED AND RESTATED 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**"), 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, the supplemental report of KSV dated November 7, 2018 (the "**Supplemental Report**"), the second supplemental report of KSV dated November 7, 2018 (the

“**Second Supplemental Report**”), and the third supplemental report of KSV dated November 29, 2018 (the “**Third Supplemental Report**”), and on hearing the submissions of counsel for the Applicants, the proposed Monitor and those other parties present, no one appearing for any other party although duly served as appears from the affidavits of service of Katie Parent sworn November 6, 2018, November 7, 2018 and November 29, 2018.

SERVICE

1. **THIS COURT ORDERS** that the time for service of each of the Notice of Application, the Application Record, the Parent Affidavit, the Report, the Supplemental Report, the Second Supplemental Report and the Third Supplemental 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 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), ¹⁵⁹ and Carrville Development Inc. (Estate No. 31-2440234) ~~and 58 Old Kennedy Development Inc. (Estate No. 31-2436538)~~ (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.

TITLE OF PROCEEDINGS

4. **THIS COURT ORDERS** that the title of proceedings in this matter be amended as follows:

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

PLAN OF ARRANGEMENT

5. **THIS COURT ORDERS** that, subject to paragraph 24 of this Order, 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

6. **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 (including, without limitation, those properties listed on Schedule "B" hereto, which together with the Elm Avenue Properties (defined below) are hereinafter referred to as 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 Third Supplemental Report.

7. **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; provided that no such amounts shall be paid to Mr. Wang (as defined below) or any known relative of Mr. Wang without further Order of this Court; and
- (b) subject to paragraph 30 below, the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

8. **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.

9. **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.

10. **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.

11. **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.

RESTRUCTURING

12. **THIS COURT ORDERS** that, subject to paragraph 24 of this Order, 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, in the aggregate \$200,000, in any one or more transactions; and
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate,

provided however, and without limiting the provisions of paragraphs 24 and 25, 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**”).

13. **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.

14. **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

15. **THIS COURT ORDERS** that until and including December 28, 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. Notwithstanding the foregoing, no stay shall apply to Forme Development Group Inc. with respect to the enforcement of mortgages on properties not included in these CCAA proceedings.

16. **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 or default by Mr. Wang or Hua Zhang (collectively, the “**Wangs**”) on the mortgage obligations on the Elm Avenue Properties (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.

16A. THIS COURT ORDERS that during the Stay Period, except with the written consent of the Wangs and the Monitor, no Proceedings shall be commenced or continued against or in respect of Mr. Wang or Hua Zhang in connection with the properties known as 59 Elm Avenue and 63 Elm Avenue (the “**Elm Avenue Properties**”).

NO EXERCISE OF RIGHTS OR REMEDIES

17. **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.

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any Person against or in respect of the Wangs, or affecting the Elm Avenue Properties or 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 the Wangs to carry on any business which the Wangs 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.

NO INTERFERENCE WITH RIGHTS

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 the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

20. **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

21. **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

22. **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

23. **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

24. **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 not take any steps with respect to the Applicants, the Business or the Property save and except at the direction of the Monitor pursuant to paragraph 25 of 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.

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

- (a) cause the Applicants, or any one or more of them, to exercise rights under and observe its obligations under this Order;
- (b) cause the Applicants to perform such functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Applicants in dealing with the Property;

- (c) monitor the Applicants' receipts and disbursements, and if necessary or convenient, in the Monitor's sole discretion, take control of the Applicants' receipts and disbursements;
- (d) 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;
- (e) if applicable, reporting to the DIP Lender (as defined below) on a basis to be agreed with the DIP Lender;
- (f) report to and advise mortgagees and other stakeholders of the Applicants as to the status of the sale process and, to the extent requested by mortgagees, convene a bi-weekly conference call with mortgagees, to report on the status of the Property;
- (g) advise the Applicants in its preparation of the Applicants' cash flow statements;
- (h) borrow funds in accordance with the terms of this Order;
- (i) conduct and carry out a sale process or sales processes for all of the Applicants' Property in accordance with the sale process described in the Third Supplemental Report provided that, in the case of the Elm Avenue Properties, the listing agent shall be chosen in consultation with the first mortgagee on those Properties, and retain or consult with the agents, consultants or other parties;
- (j) propose or cause the Applicants to propose one or more Plans in respect of the Applicants or any one or more of them;
- (k) provide any consents that are contemplated by this Order;
- (l) 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;
- (m) 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;

- (n) 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
- (o) perform such other duties as are required by this Order or by this Court from time to time.

26. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof and that nothing in this Order, or anything done in pursuance of the Monitor's duties and powers under his Order, shall deem 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 without limiting the provisions herein, each employee of an Applicant shall remain an employee of that Applicant until such time as the applicable Applicant may terminate the employment of such employee. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including,

without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts, as applicable.

28. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants and the DIP Lender (if applicable) 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.

29. **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.

30. **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' counsel, the Monitor and the Monitor's counsel shall be entitled to invoice on a monthly or other periodic basis in their discretion provided that such fees and disbursements shall be paid out of sale proceeds of the Property in accordance with the priority set out below.

31. **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.

32. **THIS COURT ORDERS** that as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order in respect of these proceedings ("**Administration Fees**"), 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 all of the Property on the following terms:

- (a) the maximum amount of the Administration Charge per Property shall only be for security of the applicable Administration Fees that constitute Property Specific Costs (as defined below) for that particular Property and any pro rata portion of General Costs (as defined below) attributable to such Property in accordance with paragraph 34(b) below; and
- (b) the Administration Charge shall automatically attach to any Property that is unencumbered or not fully secured.

33. **THIS COURT ORDERS** that the Administration Charge shall rank in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, other than (a) any first mortgagee on a Property (in respect of the first mortgage registered on the Property only); (b) the DIP Lender's Charge (as defined below, and to the extent applicable); and (c) the second mortgagee on the Property owned by 2358825 Ontario Ltd. (1483 Birchmount Road).

FUNDING

34. **THIS COURT ORDERS** that these CCAA Proceedings shall be funded in the following manner:

- (a) With respect to costs related to a specific Property (a "**Property Specific Cost**"),
 - (i) the first mortgagee on such Property will have the right (but not the obligation) to fund such amount as an advance under its mortgage at an interest rate accruing at a rate that is the higher of (i) the applicable rate under its mortgage; and (ii) 9.5% per annum, calculated in arrears;
 - (ii) if the first mortgagee does not fund such amount, the second mortgagee will have the right (but not the obligation) to fund such amount as an advance under its mortgage at an interest rate accruing at a rate that is the of the higher of (i) the applicable rate under its mortgage; and (ii) 9.5% per annum, calculated in arrears. The amount advanced will have a first-ranking super-priority charge over the applicable Property only. If necessary, this process

will continue until all mortgagees on a Property have been given the opportunity to fund;

- (iii) where no mortgagee funds such amount, the Monitor shall draw such amount on the Standby DIP (defined below);
- (b) with respect to costs not specific to a particular Property (“**General Costs**”) in an amount up to \$400,000 in the aggregate, if there is not sufficient funding through the Applicant’s cash on hand or cash immediately available generated by the sale of any Properties (after repayment of all known debts):
- (i) each first mortgagee shall have the right (but not the obligation) to fund its pro-rated estimated share of such funding based on the principal amount of its first mortgage as an advance under its mortgage at an interest rate accruing at a rate that is the of the higher of (i) the applicable rate under its mortgage; and (ii) 9.5% per annum, calculated in arrears;
 - (ii) if the first mortgagee does not fund such amount, the second mortgagee will have the right (but not the obligation) to fund such amount as an advance under its mortgage at an interest rate accruing at a rate that is the of the higher of (i) the applicable rate under its mortgage; and (ii) 9.5% per annum, calculated in arrears. The amount advanced will have a first-ranking super-priority charge over the applicable Property only. If necessary, this process will continue until all mortgagees on a Property have been given the opportunity to fund;
 - (iii) where no mortgagee funds such amount, the Monitor shall draw such amount on the Standby DIP.

35. **THIS COURT ORDERS** that the Monitor shall be at liberty and it is hereby empowered to cause any Applicant to borrow by way of a revolving credit or otherwise (the “**Standby DIP**”) from such lender as it may arrange in accordance with paragraph 34 (whether an existing mortgagee or otherwise, a “**DIP Lender**”), such monies from time to time as it may consider necessary or desirable to fund Project Specific Costs and General Costs in accordance with paragraph 34.

36. **THIS COURT ORDERS** that the Monitor is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “C” hereto (the “**DIP Certificates**”) for any amount borrowed pursuant to paragraph 35 and, for greater certainty, each DIP

Certificate shall indicate the Property to be charged and the amount to be charged pursuant to the DIP Certificate.

37. **THIS COURT ORDERS** that any DIP Lender shall be entitled to the benefit of and is hereby granted a fixed and specific charge on the Property identified in a DIP Certificate (the “**DIP Lender's Charge**”) as security for the payment of the principal amount set out in any DIP Certificate, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, including, without limitation, the Administration Charge, provided however, that the amount of any DIP Lender’s Charge shall attach only to the Property identified in a DIP Certificate with respect to that borrowing.

38. **THIS COURT ORDERS** that the monies from time to time borrowed pursuant to paragraph 35 and any and all DIP Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis per Property, unless otherwise agreed to by the holders of any prior issued DIP Certificates.

VALIDITY OF CHARGES CREATED BY THIS ORDER

39. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge and DIP Lender’s 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.

40. **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.

41. **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**”) 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 in connection thereof shall create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- (b) the payments made by the Applicants pursuant to this Order 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.

42. **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.

SALE PROCESS

43. **THIS COURT ORDERS** that the sale process (the “**Sale Process**”), as described in Section 3.0 of the Third Supplemental Report be and is hereby approved.

44. **THIS COURT ORDERS** that the Monitor and TD be and are hereby authorized and directed to perform their obligations under and in accordance with the Sale Process, and to take such further steps as they consider necessary or desirable in carrying out the Sale Process as described in the Third Supplemental Report, subject to prior approval of this Court being obtained before completion of any transactions under the Sale Process.

45. **THIS COURT ORDERS** that without limiting the terms of the Sale Process as set out in the Third Supplemental Report, to the extent that a mortgagee will not be paid in cash in full through bids received through the Sale Process, such mortgagee will be entitled to credit bid its indebtedness and purchase the Property over which it has a mortgage provided that such mortgagee pays any prior ranking indebtedness in full in cash (or such other arrangement to which a prior ranking creditor may in its sole discretion agree).

46. **THIS COURT ORDERS** that the Monitor, and its affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of performing its obligations under the Sale Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Monitor in performing its obligations under the Sale Process (as determined by this Court).

47. **THIS COURT ORDERS** that in connection with the Sale Process and pursuant to clause 7(3)(c) of the *Personal Information and Electronic Documents Act (Canada)*, the Monitor, the Applicants and TD are authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers or offerors and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more transactions (each, a "**Transaction**"). Each prospective purchaser or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Monitor, the Applicants or TD, as applicable; (ii) destroy all such information; or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The transacting party with respect to any Property shall be entitled to continue to use the Personal Information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Monitor, the Applicants, or TD, as applicable, or ensure that all other personal information is destroyed.

48. **THIS COURT ORDERS** that to the extent there is equity available in any project of the Applicants (each of the projects is set out in Section 3.0(3) of the Report) or either or both of the Elm Avenue Properties after payment of all debts, fees and costs owing or incurred in respect of that project or either or both of the Elm Avenue Properties (in each case, the “**Project Equity**”), each mortgagee of that project will be entitled to receive in cash an amount equal to 10% of the principal amount of its mortgage prior to any payment to the project's or either or both of the Elm Avenue Properties' shareholder (the “**Equity Kicker**”); provided that to the extent there is insufficient Project Equity to pay the Equity Kicker in full, each such mortgagee shall be entitled to its *pro-rata* share of the Equity Kicker based on the principal amount of its mortgage; and further provided that any mortgagee with a collateral mortgage will be entitled to collect its Equity Kicker in respect of any Property where it has a mortgage, provided that (i) in no event will such mortgagee receive in the aggregate an Equity Kicker that is greater than 10% of the principal amount of its mortgage owed by the primary mortgagor, and (ii) the advances it provided were used either for the property subject to the mortgage or for another property in the same project.

SERVICE AND NOTICE

49. **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.

50. **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/>'.

51. **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

52. **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.

53. **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.

54. **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.

55. **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.

56. **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.

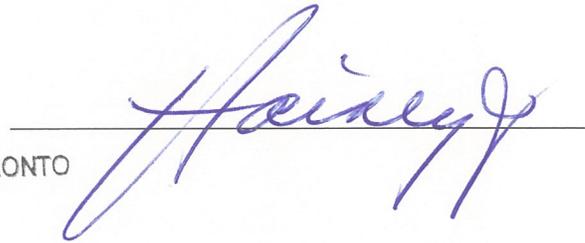
57. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

DEC 06 2018

PER / PAR:

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Schedule "A" – List of Applicants

3310 Kingston Development Inc.

1296 Kennedy Development Inc.

1326 Wilson Development Inc.

376 Derry Development Inc.

5507 River Development Inc.

4439 John Development Inc.

9500 Dufferin Development Inc.

2358825 Ontario Ltd.

250 Danforth Development Inc.

159 Carrville Development Inc.

169 Carrville Development Inc.

189 Carrville Development Inc.

27 Anglin Development Inc.

29 Anglin Development Inc.

~~58 Old Kennedy Development Inc.~~



SCHEDULE "B" – LIST OF PROPERTIES

250 Danforth Rd. E Block 55 - Dairy Dr., Toronto, ON (PIN 06449-0741) Block 53 - Bamblett Dr., Toronto, ON (PIN 06449-0739) Block 54 - Bamblett Dr., Toronto, ON (PIN 06449-0740)
3314 Kingston Rd., Toronto, ON
1296 Kennedy Rd., Toronto, ON
1326 Wilson Ave, Toronto, ON
1328 Wilson Ave, Toronto, ON
376 Derry Rd. W., Mississauga, ON
4439 John St., Niagara Falls, ON
4407 John St., Niagara Falls, ON
4413 John St., Niagara Falls, ON
4427 John St., Niagara Falls, ON
5507 River Rd. Niagara Falls, ON
5471 River Rd., Niagara Falls, ON
5491 River Rd., Niagara Falls, ON
9500 Dufferin St., Maple, ON
1483 Birchmount Rd., Toronto, ON
159 Carrville Road, Richmond Hill, ON
169 Carville Road, Richmond Hill, ON
177 Carrville Road, Richmond Hill, ON
181 Carrville Road, Richmond Hill, ON

189 Carrville Road, Richmond Hill, ON
27 Anglin Drive, Richmond Hill, ON
29 & 31 Anglin Drive, Richmond Hill, ON
58 Old Kennedy Road and 20 Thelma Ave., Markham, ON



SCHEDULE "C" – FORM OF DIP CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

AFFECTED PROPERTY _____ (the "**Charged Property**")

1. THIS IS TO CERTIFY that KSV Kofman Inc., the monitor (the "**Monitor**") in the CCAA proceedings of Forme Development Group Inc. and certain of its affiliates (the "**Applicants**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 2018 (the "**Initial Order**") made in an action having Court file number CV-18-608313-00CL, has received as such Monitor from the holder of this certificate (the "**DIP Lender**") the principal sum of \$ _____.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the first day of each month after the date hereof at a notional rate of _____ per annum equal.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Monitor pursuant to the Initial Order or to any further order of the Court, a charge upon the Charged Property which charge shall have the priority set out in the Initial Order.

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

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

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

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

DATED the ____ day of _____, 20__.

KSV KOFMAN INC., solely in its capacity
as Monitor in the CCAA proceedings of Forme
Development Group Inc. and the other parties
therein, and not in its personal capacity

Per: _____
Name:
Title:

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

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

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

AMENDED AND RESTATED INITIAL ORDER

GOLDMAN SLOAN NASH & HABER LLP
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Email: forte@gsnh.com

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

Lawyers for the Applicants

Appendix “C”

Appendix “C” – Non-Applicants

4 Don Hillock Development Inc.
7397 Islington Development Inc.
101 Columbia Development Inc.
4208 Kingston Development Inc.
376 Derry Development Inc.
390 Derry Development Inc.
186 Old Kennedy Development Inc.
31 Victory Development Inc.
22 Old Kennedy Development Inc.
35 Thelma Development Inc.
19 Turff Development Inc.
4550 Steeles Development Inc.
9500 Dufferin Development Inc.
2495393 Ontario Inc.

Appendix “D”

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

THE HONOURABLE MR.
JUSTICE HAINEY

)
)
)

TUESDAY, THE 22nd
DAY OF OCTOBER, 2019

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

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

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



CLAIMS PROCEDURE ORDER

THIS MOTION, made by KSV Kofman Inc. ("**KSV**"), solely in its capacity as Court-appointed monitor of the Applicants (the "**Monitor**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order approving a procedure for the identification, delivery and determination of claims against the Applicants, the NOI Entities (as defined below), the Non-Applicant Entities (as defined below) and Mr. Wang (as defined below), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Monitor's Tenth Report dated October 10, 2019 and the exhibits thereto, and on hearing the submissions of counsel for the Monitor, the Applicants, the NOI Entities, the Non-Applicants, Mr. Wang, and those other counsel listed on the sign-in sheet, no one else appearing for any other person on the service list, although duly served as appears from the affidavit of service of Aiden Nelms sworn October 11, 2019 and filed:

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that, for the purposes of this Order (the "**Claims Procedure Order**"), in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) "**Assessments**" means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of objection, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
- (b) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (c) "**CCAA Proceedings**" means the proceedings commenced by the Applicants in this Court under Court File No.: CV-18-608313-00CL;
- (d) "**Claimant**" means any Person having or asserting a Claim;
- (e) "**Claims**" means Pre-filing Claims, D&O Claims, NOI Claims, Non-Applicant Claims, Wang Claims, and Restructuring Claims, provided that "Claims" shall not include Excluded Claims (each a "**Claim**", and collectively, the "**Claims**");
- (f) "**Claims Bar Date**" means: (i) with respect to a Pre-filing Claim, a D&O Claim, a NOI Claim, a Non-Applicant Claim and a Wang Claim, 5:00 p.m. (Eastern Time) on the later of (A) November 25, 2019, and (B) if applicable, the applicable Sale

Triggered Claims Bar Date; and (ii) with respect to a Restructuring Claim, the Restructuring Claims Bar Date;

- (g) "**Claims Package**" means a document package that contains a copy of the Instruction Letter, the Notice Letter, a Proof of Claim, and such other materials as the Monitor may consider appropriate or desirable (each a "**Claims Package**" and collectively the "**Claims Packages**");
- (h) "**Claims Procedure**" means the procedures outlined in this Claims Procedure Order in connection with the identification, delivery and determination of Claims, as amended or supplemented by further order of the Court;
- (i) "**Claims Officer**" means the individuals designated by the Court pursuant to paragraph 53 of this Order;
- (j) "**Court**" means the Ontario Superior Court of Justice (Commercial List) in the City of Toronto, in the Province of Ontario;
- (k) "**D&O Claimant**" means a Person asserting a D&O Claim;
- (l) "**D&O Claim**" means any existing or future right or claim of any Person against one or more of the Directors and/or Officers of the Applicants, the NOI Entities or the Non-Applicant Entities which arose or arises as a result of such Director's or Officer's position, supervision, management, activities or involvement as a Director or Officer of the Applicants, the NOI Entities or the Non-Applicant Entities, as applicable, up to and including the later of (A) the date of this Claims Procedure Order, and (B) if applicable, the applicable Sale Triggered Date, and whether enforceable in any civil, administrative or criminal proceeding (each a "**D&O Claim**" and collectively, the "**D&O Claims**"), including any right:
 - a. in respect of which a Director or Officer may be liable in his or her capacity as such concerning employee entitlements to wages or other debts for services rendered to the Applicants, the NOI Entities or the Non-Applicant Entities, as applicable, or for vacation pay, pension contributions, benefits

or other amounts related to employment or pension plan rights or benefits or for taxes owing by the Applicants, the NOI Entities or the Non-Applicant Entities or amounts which were required by law to be withheld by the Applicants, the NOI Entities or the Non-Applicant Entities;

- b. in respect of which a Director or Officer may be liable in his or her capacity as such as a result of any act, omission, or breach of a duty (statutory or otherwise); or
 - c. that is or is related to a penalty, fine or claim for damages or costs, provided that for greater certainty "D&O Claims" shall not include Wang Claims or Excluded Claims;
- (m) "**Directors**" means Mr. Wang (as such term is defined herein) in his capacity as a director of the Applicants, the NOI Entities or the Non-Applicant Entities, or persons who may be deemed to be or have been, whether by statute, operation of law or otherwise Directors (each a "**Director**" and collectively, the "**Directors**");
- (n) "**Equity Claim**" has the meaning set forth in Section 2(1) of the CCAA;
- (o) "**Excluded Claims**" means:
- a. claims secured by any of the Charges (as that term is defined in the Initial Order or any subsequent or amended orders of the Court);
 - b. any claim against Yuan (Mike) Hua Wang other than: (i) a claim against him as a result of actions, omissions or breaches of duty in his role as Director or Officer, (ii) a claim against him in his capacity as a guarantor, surety or indemnitor of any obligation of an Applicant, NOI Entity or a Non-Applicant Entity, and (iii) in his capacity as an owner of the Elm Avenue Properties (as defined in the Initial Order) and not in any other capacity;
 - c. subject to paragraph 52 of this Order, any Intercompany Claims;

- d. with the exception of Restructuring Claims, any right or claim of any Person against any of the Applicants or the Elm Avenue Properties, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of any of the Applicants or Elm Avenue Properties arising on or after the Filing Date; and
 - e. for greater certainty, shall include any Excluded Claim arising through subrogation.
- (p) "**Filing Date**" means November 30th, 2018;
 - (q) "**Initial Order**" means the Initial Order under the CCAA dated November 30th, 2018, as amended, restated or varied from time to time;
 - (r) "**Instruction Letter**" means the document substantially in the form attached hereto as Schedule "B";
 - (s) "**Intercompany Claim**" means any claims of the subsidiaries or affiliates of any of the Applicants, the NOI Entities and the Non-Applicant Entities against Mr. Wang, the Applicants, the NOI Entities or the Non-Applicant Entities or any claim of Mr. Wang, the Applicants, the NOI Entities and the Non-Applicant Entities against each other (each a "**Intercompany Claim**" and collectively, the "**Intercompany Claims**");
 - (t) "**Intercompany Claims Report**" means a supplemental report of the Monitor referred to in paragraph 52 of this Order providing, *inter alia*, the Monitor's recommendation and proposed resolution process in respect of the Intercompany Claims;
 - (u) "**Known Creditors**" means with respect to the Applicants, the NOI Entities, the Non-Applicant Entities or any of their Directors or Officers, as applicable, or Mr. Wang:
 - a. any Person that the books and records of the Applicants, the NOI Entities, the Non-Applicant Entities or Mr. Wang disclose is owed monies by the

Applicants, the NOI Entities, the Non-Applicant Entities or Mr. Wang, as applicable, as of the later of (A) the date of this Claims Procedure Order, and (B) if applicable, the applicable Sale Triggered Date, and for greater certainty, including any trustee acting on behalf of syndicated mortgage investors (each an "SMI" and collectively, "SMIs");

- b. any Person who commenced a legal proceeding against the Applicants, the NOI Entities, the Non-Applicant Entities or Mr. Wang, or one or more of their Directors or Officers, as applicable, in respect of a Claim, which legal proceeding was commenced and served prior to the date of this Claims Procedure Order or, if applicable, the applicable Sale Triggered Date, provided that the Monitor has notice of such legal proceeding; and
 - c. any other Person of whom the Monitor has knowledge as at the date of this Claims Procedure Order or, if applicable, the applicable Sale Triggered Date, as being owed monies by the Applicants, the NOI Entities, the Non-Applicant Entities or Mr. Wang, as applicable, and for whom the Monitor has a current address or other contact information;
- (v) "**Meeting**" means a meeting of the creditors of any or all of the Applicants and related parties called for the purpose of considering and voting in respect of a Plan;
- (w) "**Monitor**" has the meaning set out in the recitals hereto;
- (x) "**Monitor's Website**" means the webpages operated by the Monitor for the purpose of these CCAA Proceedings, which can be found at <https://www.ksvadvisory.com/insolvency-cases/case/forme-development-group-inc>;
- (y) "**Mr. Wang**" means Yuan (Mike) Hua Wang, but solely in his capacity (i) as a Director and Officer, (ii) as a guarantor, surety or indemnitor of any obligation of an Applicant, NOI Entity or a Non-Applicant Entity; and (iii) in his capacity as an owner of the Elm Avenue Properties, and not in any other capacity;

- (z) "**NOI Claim**" means any right or claim of any Person against any of the NOI Entities, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of any of the NOI Entities in existence on the NOI Date, whether or not such right or claim is reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the NOI Date and any other claims that would have been claims provable in bankruptcy had such NOI Entities become bankrupt on the NOI Date, including for greater certainty any Equity Claim; any costs, damages, or other obligations arising from litigation or legal proceedings; any unpaid employee wages or salaries; and any claim against the NOI Entities for indemnification by any Director or Officer in respect of a D&O Claim, in each case, where such monies remain unpaid as of the date hereof (each, a "**NOI Claim**" and collectively, the "**NOI Claims**");
- (aa) "**NOI Date**" means October 26, 2018;
- (bb) "**NOI Entities**" means 58 Old Kennedy Development Inc., 76 Old Kennedy Development Inc. and 82 Old Kennedy Development Inc (each an "**NOI Entity**", and collectively, the "**NOI Entities**");
- (cc) "**Non-Applicant Claims**" means any right or claim of any Person against any of the Non-Applicant Entities, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of any of the Non-Applicant Entities in existence on the later of (A) the date of this Order and (B) if applicable, the applicable Sale Triggered Date, whether or not such right or claim is reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured,

disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the date of this Order or if applicable, the applicable Sale Triggered Date, and any other claims that would have been claims provable in bankruptcy had such Non-Applicant Entities become bankrupt on such date, including for greater certainty any Equity Claim; any costs, damages, or other obligations arising from litigation or legal proceedings; any unpaid employee wages or salaries; and any claim against the Non-Applicant Entities for indemnification by any Director or Officer in respect of a D&O Claim, in each case, where such monies remain unpaid as of the later of (A) the date hereof and (B) if applicable, the applicable Sale Triggered Date (each a "**Non-Applicant Claim**" and collectively, the "**Non-Applicant Claims**");

- (dd) "**Non-Applicant Entities**" means 101 Columbia Development Inc., 186 Old Kennedy Development Inc., 19 Turff Development Inc., 22 Old Kennedy Development Inc., 31 Victory Development Inc., 35 Thelma Development Inc., 376 Derry Development Inc., 390 Derry Development Inc., 4 Don Hillock Development Inc., 4208 Kingston Development Inc., 4550 Steeles Development Inc., 7397 Islington Development Inc., 9500 Dufferin Development Inc. and 2495393 Ontario Inc. (each an "**Non-Applicant Entity**" and collectively, the "**Non-Applicant Entities**");
- (ee) "**Notice Letter**" means the document substantially in the form attached hereto as Schedule "C";
- (ff) "**Notice of Dispute**" means the notice that may be delivered by a Claimant who received a Notice of Revision or Disallowance disputing such Notice of Revision

or Disallowance, which notice shall be substantially in the form attached hereto as Schedule "F";

- (gg) "**Notice of Revision or Disallowance**" means the notice that may be delivered to a Claimant revising or rejecting such Claimants' Claim as set out in its Proof of Claim in whole or in part, which notice shall be substantially in the form attached hereto as Schedule "E";
- (hh) "**Officers**" means all current and former officers (or their estates) of the Applicants, the NOI Entities or the Non-Applicant Entities in such capacity, or persons who may be deemed to be or have been, whether by statute, operation of law or otherwise, Officers, and "**Officer**" means any one of them;
- (ii) "**Person**" means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever designated or constituted, including, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sublandlord, tenant, sub-tenant, licensor, licensee, partner or advisor;
- (jj) "**Plan**" means any plan of compromise or arrangement or plan of reorganization filed by or in respect of any or all of the Applicants and related parties (other than in respect of any Wang Claims), as may be amended, supplemented or restated from time to time in accordance with the terms thereof;
- (kk) "**Pre-filing Claim**" means any right or claim of any Person against any of the Applicants, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of any of the Applicants in existence on the Filing Date, whether or not such right or claim is reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or

anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Filing Date and any other claims that would have been claims provable in bankruptcy had the Applicants become bankrupt on the Filing Date, including for greater certainty any Equity Claim; any costs, damages, or other obligations arising from litigation or legal proceedings; any unpaid employee wages or salaries; and any claim against the Applicants for indemnification by any Director or Officer in respect of a D&O Claim (but excluding any such claim for indemnification that is covered by the Directors' Charge (as defined in the Initial Order), in each case, where such monies remain unpaid as of the date hereof (each, a "**Pre-filing Claim**" and collectively, the "**Pre-filing Claims**");

(ll) "**Proof of Claim**" means a Proof of Claim form in substantially the form attached hereto as Schedule "D";

(mm) "**Proposed Intercompany Resolution Process**" means the process to resolve Intercompany Claims set out in the Intercompany Claims Report;

(nn) "**Proven Claim**" means the amount, status and/or validity of the Claim of a Claimant finally determined in accordance with this Claims Procedure Order which shall be final and binding for all applicable purposes, including any future proceedings to determine the quantum or validity of the Claim;

(oo) "**Restructuring Claim**" means any existing or future right or claim by any Person against any of the Applicants or Elm Avenue Properties in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Applicants or Elm Avenue Properties to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by the Applicants or the Elm Avenue Properties on or after the Filing Date of any contract, lease or other agreement or arrangement whether written or oral (each, a "**Restructuring Claim**", and collectively, the "**Restructuring Claims**");

- (pp) "**Restructuring Claims Bar Date**" means, with respect to a Restructuring Claim, the later of (i) 5:00 p.m. (Eastern Time) on the Claims Bar Date for Pre-filing Claims, D&O Claims, NOI Claims, Non-Applicant Claims and Wang Claims (which, for greater certainty, is November 25, 2019) and (ii) the date that is ten (10) Business Days after the Monitor sends a Claims Package with respect to a Restructuring Claim in accordance with the Claims Procedure Order;
- (qq) "**Sale Triggered Claims Bar Date**" means, with respect to a Claim against or relating to 186 Old Kennedy Development Inc., 31 Victory Development Inc., 376 Derry Development Inc., 390 Derry Development Inc., 101 Columbia Development Inc., 4 Don Hillock Development Inc., and 2495393 Ontario Inc. only, 25 days after the Monitor sends a notice pursuant to paragraph 16(d) advising of the Sale Triggered Date;
- (rr) "**Sale Triggered Date**" means, with respect to a Claim against or relating to 186 Old Kennedy Development Inc., 31 Victory Development Inc., 376 Derry Development Inc., 390 Derry Development Inc., 101 Columbia Development Inc., 4 Don Hillock Development Inc., and 2495393 Ontario Inc. only, the date that a sale of the applicable real property has closed;
- (ss) "**Service List**" means the service list maintained by the Monitor in respect of these CCAA Proceedings; and
- (tt) "**Wang Claims**" means any right or claim of any Person against Mr. Wang (as such term is defined herein), whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of Mr. Wang in existence on the later of (A) the date of this Claims Procedure Order and (B) if applicable, the applicable Sale Triggered Date, whether or not such right or claim is the subject of a demand for payment, is reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to

advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the later of (A) the date of this Claims Procedure Order and (B) if applicable, the applicable Sale Triggered Date, and any other claims that would have been claims provable in bankruptcy had Mr. Wang become bankrupt on such date; including for greater certainty any costs, damages, or other obligations arising from litigation or legal proceedings, in each case, where such monies remain unpaid as of the date hereof (each, a "**Wang Claim**" and collectively, the "**Wang Claims**"), but for greater certainty, does not include the Excluded Claims;

INTERPRETATION

3. **THIS COURT ORDERS** that all references to time herein shall be measured in the Eastern Time Zone, specifically the City of Toronto, Ontario, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular and any gender includes the other gender(s).

GENERAL

6. **THIS COURT ORDERS** that the Claims Procedure and the forms attached as schedules to the Claims Procedure Order are hereby approved and, if determined to be advisable by the Monitor, arrangements shall be made for Mandarin translations of any or all of such forms. Notwithstanding the foregoing, the Monitor may, from time to time, make non-substantive changes to the forms as the Monitor, in its sole discretion, may consider necessary or desirable.

7. **THIS COURT ORDERS** that the Monitor is hereby authorized to (a) use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered

hereunder are completed and executed, and may waive strict compliance with the requirements of the Claims Procedure Order as to completion, execution and submission of such forms; and (b) request any such further documentation from a Claimant that the Monitor may reasonably require in order to enable the Monitor to determine the validity and amount of a Claim; provided, however, that the Monitor shall not have any discretion to accept any Claim submitted subsequent to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable.

8. **THIS COURT ORDERS** that Representative Counsel to the Birchmount Purchasers (as those terms are defined in the May 24, 2019 Order of Hainey J.) is entitled to file Claims in the Claims Process on behalf of each ~~Birchmount~~ ^{Birchmount} Purchaser.

9. **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate on the Filing Date.

10. **THIS COURT ORDERS** that amounts claimed in Assessments, regardless of when issued, shall be subject to this Claims Procedure Order and there shall be no presumption of validity or deeming of the amount due in respect of amounts claimed in any Assessment.

11. **THIS COURT ORDERS** that the books and records of the Non-Applicant Entities, the Elm Avenue Properties and Mr. Wang necessary or desirable to administer the Claims Process are to be delivered to the Monitor promptly upon request by the Monitor.

12. **THIS COURT ORDERS** that where a consent is required of the Non-Applicants or Mr. Wang under this Order, the Non-Applicants' or Mr. Wang's decision to consent must be provided by the Non-Applicants or Mr. Wang, as applicable, to the Monitor within three (3) Business Days of the Monitor so advising the Non-Applicants or Mr. Wang, as applicable, in writing, failing which the Monitor may seek such relief against the Non-Applicants and/or Mr. Wang as it considers necessary or appropriate. Similarly, where the consent is required of the Monitor in relation to the Wang Claims as set out below, the Monitor's decision to consent shall not be unreasonably withheld and must be provided to Mr. Wang within three (3) Business Days.

ROLE OF THE MONITOR

13. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other Orders of the Court in the CCAA Proceedings, shall conduct the Claims Procedure provided for herein in accordance with the terms hereof, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order.

14. **THIS COURT ORDERS** that the Monitor shall (a) have all protections afforded to it by the CCAA, this Claims Procedure Order, the Initial Order, any other Orders of the Court in the CCAA Proceedings and other applicable law in connection with its activities in respect of this Claims Procedure Order, including the stay of proceedings in its favour provided pursuant to the Initial Order; and (b) incur no liability or obligation as a result of carrying out the provisions of this Claims Procedure Order, including in respect of its exercise of discretion as to the completion, execution or time of delivery of any documents to be delivered hereunder, other than in respect of gross negligence or willful misconduct.

15. **THIS COURT ORDERS** that the Applicants, the NOI Entities, the Non-Applicant Entities and their respective Officers, Directors and employees, agents, counsel and representatives and any other Person given notice of this Claims Procedure Order, including Mr. Wang, shall fully cooperate with the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Claims Procedure Order.

CLAIMS PROCEDURE

Notice to Claimants

16. **THIS COURT ORDERS** that, in respect of the Claims, including the Wang Claims:

- (a) the Monitor shall cause to be published on or before November 1, 2019, the Notice Letter in The Globe and Mail (National Edition) and a Toronto-based Mandarin publication to be selected by the Monitor in its sole discretion;
- (b) the Monitor shall post a copy of this Claims Procedure Order, the Monitor's Motion Record in respect of this Claims Procedure Order and the Claims Package on the Monitor's Website as soon as practicable;

- (c) the Monitor shall, within five (5) Business Days following the granting of the Claims Procedure Order send a Claims Package to each Known Creditor by regular prepaid mail, facsimile or email to the address of such Known Creditor;
- (d) the Monitor shall, within five (5) Business Days following each Sale Triggered Date send a Claims Package to each applicable Known Creditor by regular prepaid mail, facsimile or email to the address of such Known Creditor;
- (e) the Monitor shall post on the Monitor's Website a notice of each Sale Triggered Claims Bar Date forthwith after the applicable Sale Triggered Date;
- (f) with respect to the SMIs, only the applicable trustees, or such person or persons designated in writing by the applicable trustees, shall be entitled to file Claims on their behalf. Any Claims filed by an individual SMI will be deemed rejected for the purposes of this Claims Procedure; and
- (g) with respect to Restructuring Claims arising from the restructuring, disclaimer, resiliation, termination or breach of any lease, contract, or other agreement or obligation, on or after the date of this Claims Procedure Order, the Monitor shall send to the counterparty(ies) to such lease, contract or other agreement or obligation a Claims Package no later than five (5) Business Days following the date of the restructuring, disclaimer, resiliation, termination or breach of any lease, contract, or other agreement or obligation.

17. **THIS COURT ORDERS** that upon request by a Claimant for a Claims Package or documents or information relating to the Claims Procedure prior to the Claims Bar Date, as applicable, the Monitor shall forthwith send a Claims Package, direct such Person to the documents posted on the Monitor's Website, or otherwise respond to the request for information or documents as the Monitor considers appropriate in the circumstances.

18. **THIS COURT ORDERS** that the Monitor shall be entitled to rely on the accuracy and completeness of the information obtained from the books and records of the Applicants, the NOI Entities, the Non-Applicant Entities and Mr. Wang regarding the Known Creditors. For greater certainty, the Monitor shall have no liability in respect of the information provided to it or

otherwise obtained by it regarding the Known Creditors and shall not be required to conduct any independent inquiry and/or investigation with respect to that information.

Deadlines for Submitting Claims

19. **THIS COURT ORDERS** that any Person that wishes to assert a Pre-filing Claim, a NOI Claim, a Non-Applicant Claim, a Wang Claim or a D&O Claim must submit a Proof of Claim evidencing such claim, accompanied with all relevant supporting documentation in respect of such Claim, and deliver that Proof of Claim to the Monitor via means permitted by this Order, so that it is actually received by the Monitor by no later than the Claims Bar Date.

20. **THIS COURT ORDERS** that any Person that wishes to assert a Restructuring Claim must submit a Proof of Claim evidencing such claim, accompanied with all relevant supporting documentation in respect of such Claim, and deliver that Proof of Claim to the Monitor via means permitted by this Order, so that it is actually received by the Monitor by no later than the Restructuring Claims Bar Date.

21. **THIS COURT ORDERS** that any Person that does not file a Proof of Claim with respect to a Claim in the manner required by this Claims Procedure Order such that it is actually received by the Monitor on or before the Claims Bar Date or such other date as may be ordered by the Court, as applicable:

- (a) shall not be entitled to attend or vote at a Meeting in respect of such Claim, as applicable;
- (b) shall not be entitled to receive any distribution in respect of such Claim pursuant to a Plan or otherwise, as applicable;
- (c) shall not be entitled to any further notice in the CCAA Proceedings (unless it has otherwise sought to be included on the service list); and
- (d) shall be and is hereby forever barred from making or enforcing such Claim against the Applicants, the NOI Entities or the Non-Applicant Entities, their Directors or Officer, or Mr. Wang, as applicable, and such Claim shall be and is hereby extinguished without any further act or notification.

For greater certainty, this paragraph shall not apply to Excluded Claims and the rights of any Person (including the Applicants, the NOI Entities, the Non-Applicant Entities and Mr. Wang) with respect to Excluded Claims are expressly reserved.

TRANSFER OF CLAIMS

22. **THIS COURT ORDERS** that if, after the Filing Date, the NOI Date or the date of this Claims Procedure Order, as applicable, the holder of a Claim transfers or assigns the whole of such Claim to another Person, the Monitor shall not be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing to the assignee and the assignor and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" or "D&O Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receipt and acknowledgment by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any defences and rights of set-off to which the Applicants, the NOI Entities, the Non-Applicant Entities, or Mr. Wang may be entitled to with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the Applicants, the NOI Entities, the Non-Applicant Entities or Mr. Wang. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

23. **THIS COURT ORDERS** that if a Claimant or D&O Claimant or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding

such Claim, provided such Claimant or D&O Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant or D&O Claimant in accordance with the provisions of this Order.

24. **THIS COURT ORDERS** that the Monitor is not under any obligation to give any notice hereunder to any Person holding a security interest, lien or charge in, or a pledge or assignment by way of security in, a Claim.

SERVICE AND NOTICES

25. **THIS COURT ORDERS** that the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver or cause to be served and delivered any letters, notices or other documents to Claimants, D&O Claimants or any other interested Person by forwarding copies by ordinary mail, courier, personal delivery, facsimile or email to such Persons or their counsel (including counsel of record in any ongoing litigation) at the physical or electronic address, as applicable, last shown on the books and records of the Applicants, the NOI Entities, the Non-Applicant Entities or Mr. Wang or as set out in such Claimant's Proof of Claim or D&O Claimant's Proof of Claim.

26. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant or D&O Claimant to the Monitor under this Claims Procedure Order shall be delivered in writing in substantially the form, if any, provided for in this Claims Procedure Order, shall be deemed to be received on the date that the Monitor actually receives such notice or communication, and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile or email addressed to:

KSV Kofman Inc.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

Attention: Jonathan Joffe and David Sieradzki
Tel: (416) 932-6030 / (416) 932-6253 /
Email: jjoffe@ksvadvisory.com/dsieradzki@ksvadvisory.com

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00 p.m. (Eastern Time) on a Business Day or if delivered outside of normal business hours, the next Business Day.

27. **THIS COURT ORDERS** that service and delivery by the Monitor of notices or communications contemplated in this Order shall be deemed to have been received: (a) if sent by ordinary mail, on the third (3) Business Day after mailing within Canada, and the fifth (5) Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile or email by 5:00 p.m. (Eastern Time) on a Business Day, on such Business Day, or if delivered after 5:00 p.m. (Eastern Time) or on a day other than on a Business Day, on the following Business Day.

28. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Claims Procedure Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile or email in accordance with this Claims Procedure Order.

29. **THIS COURT ORDERS** that in the event that this Claims Procedure Order is amended by further Order of the Court, the Monitor shall post such further Order on the Monitor's Website and such posting shall constitute adequate notice to all Persons of such amended claims procedure.

30. **THIS COURT ORDERS** that the posting of materials on the Monitor's Website pursuant to paragraph 16, the publication of the Notice to Creditors and the mailing of the Claim Packages as set out in this Claims Procedure Order shall constitute good and sufficient notice to Creditors of the Claims Bar Date, the Restructuring Period Claims Bar Date and the other deadlines and procedures set forth herein, and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the claims procedure described herein.

31. **THIS COURT ORDERS** that the forms of notice to be provided in accordance with this Claims Procedure Order shall constitute good and sufficient service and delivery of notice of this Claims Procedure Order, the Claims Bar Date and the Restructuring Period Claims Bar Date on all Persons who may be entitled to receive notice and who may assert a Claim and no other notice or service need be given or made and no other documents or material need be sent to or served upon any Person in respect of this Claims Procedure Order.

DETERMINATION OF CLAIMS AND RESTRUCTURING CLAIMS

Review of Proofs of Claim Relating to Pre-Filing Claims, Restructuring Claims, NOI Claims and Non-Applicant Claims

32. **THIS COURT ORDERS** that the Monitor shall review each Proof of Claim received by the Claims Bar Date and the Restructuring Claims Bar Date, as applicable, as follows:

- (a) With respect to Pre-Filing Claims and Restructuring Claims, the Monitor shall either accept, revise or disallow the amount claimed for voting and/or distribution purposes under the Plan;
- (b) With respect to NOI Claims, the Monitor shall either accept, revise or disallow the amount claimed for voting and/or distribution purposes under the Plan; and
- (c) With respect to Non-Applicant Claims, the Monitor shall, with the consent of the Non-Applicant Entities, either accept, revise or disallow the amount claimed for voting and/or distribution purposes under the Plan.

33. **THIS COURT ORDERS** that if the Monitor disputes the amount of a Claim set forth in a Proof of Claim related to Pre-Filing Claims, Restructuring Claims and NOI Claims for voting and/or distribution purposes, the Monitor may attempt to consensually resolve the nature and amount of the Claim for voting and/or distribution purposes under the Plan. The Monitor shall consult with the Non-Applicant Entities regarding Non-Applicant Claims provided, however, that the Non-Applicant Entities shall provide their input within three (3) Business Days from the date it is sought by the Monitor, failing which, the Monitor may seek such relief as it considers necessary or appropriate.

34. **THIS COURT ORDERS** that if the Monitor and the Non-Applicant Entities are unable to reach a mutually agreeable determination of the nature and/or amount of a Claim or Claims for voting and/or distribution purposes under the Plan, then the Monitor shall bring a motion before the Court or the Claims Officer (at the Monitor's sole discretion) as soon as reasonably practicable, to determine the nature and/or amount of the Claim or Claims for voting and/or distribution purposes under the Plan. The applicable Claimant shall be entitled to participate in any such motion in respect of its Claim.

35. **THIS COURT ORDERS** that if the Monitor, with the consent of the Non-Applicant Entities as it relates only to Non-Applicant Claims, accepts the Claim for voting and/or distribution purposes under the Plan, then such Claim shall be a Proven Claim for voting and/or distribution purposes under the Plan.

36. **THIS COURT ORDERS** that notwithstanding anything else herein, where a Proof of Claim is filed related to a Non-Applicant Claim wherein the applicable Non-Applicant Entity does not (or will not) have a surplus of funds after repaying all valid mortgagees of such Non-Applicant Entity, the Monitor is under no obligation to respond to or do anything with such Proof of Claim.

Notices of Revision or Disallowance of Proofs of Claim Relating to Pre-Filing Claims, Restructuring Claims, NOI Claims and Non-Applicant Claims

37. **THIS COURT ORDERS** that if the Monitor, with the consent of the Non-Applicant Entities as it relates only to Non-Applicant Claims, determines to revise or disallow a Claim for voting and/or distribution purposes under the Plan, the Monitor shall send a Notice of Revision or Disallowance of the Claim to the Claimant.

Review of Proofs of Claim Related to Wang Claims

38. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order, nothing in this Order (including the identification, delivery and determination of Wang Claims hereunder) shall have the effect of derogating from any of the provisions of the CCAA. For greater certainty, nothing in this Order shall constitute or be deemed to provide authorization for the compromise of any claims which cannot be compromised pursuant section 5.1(2) of the CCAA.

39. **THIS COURT ORDERS** that the Monitor shall provide Mr. Wang with copies of all Proofs of Claim received in respect of Wang Claims within two (2) Business Days of the Monitor's receipt of the same.

40. **THIS COURT ORDERS** that Mr. Wang shall review each Proof of Claim related to Wang Claims received by the Claims Bar Date, and shall, with the consent of the Monitor, either accept, revise or disallow the amount claimed for the purpose of identifying and quantifying such Wang Claim by the later of (i) 15 days of the Claims Bar Date or (ii) 15 days of the date on which the Monitor provides Mr. Wang with the Proof of Claim, failing which, within an additional 15 days thereafter, the Monitor shall, without consultation with Mr. Wang, accept, revise or disallow the amount claimed for the purpose of identifying and quantifying such Wang Claim.

41. **THIS COURT ORDERS** that if Mr. Wang, with the consent of the Monitor, disputes the amount of a Claim set forth in a Proof of Claim relating to a Wang Claim, Mr. Wang may, with the consent of the Monitor, attempt to consensually resolve the nature and amount of the Wang Claim with the Claimant.

42. **THIS COURT ORDERS** that if Mr. Wang and the Monitor are unable to reach a mutually agreeable determination of the nature and/or amount of a Wang Claim, then Mr. Wang shall bring a motion for the final determination of such Wang Claim before the Court or the Claims Officer, in accordance with the provisions in paragraphs 53-58 ~~(with the agreement of the parties, including the Claimant, or at the Monitor's sole discretion)~~ within 10 Business Days, ~~of the date on which Mr. Wang must either accept, revise or disallow the amount claimed for the purpose of identifying and quantifying such Wang Claim as~~

43. **THIS COURT ORDERS** that if Mr. Wang, with the consent of the Monitor, accepts a Wang Claim, then such Claim shall be a Proven Claim, ~~and shall be binding on Mr. Wang for all purposes and in any future proceedings.~~ ^{established in paragraph 40.}

Notices of Revision or Disallowance of Proofs of Claim Related to Wang Claims

44. **THIS COURT ORDERS** that if Mr. Wang, with the consent of the Monitor, determines to revise or disallow a Wang Claim, Mr. Wang shall send a Notice of Revision or Disallowance of the Claim to the Claimant within 15 days of the applicable Claims Bar Date, with a contemporaneous copy to the Monitor. The Notice of Revision or Disallowance shall be dated the

date on which the Notice of Revision or Disallowance is sent to the applicable Claimant and the Monitor.

Notice of Dispute Relating to Pre-Filing Claims, Restructuring Claims, NOI Claims, Non-Applicant Claims and Wang Claims

45. **THIS COURT ORDERS** that any Claimant who disputes the nature or amount of its Claim for voting and/or distribution purposes under the Plan or, in the case of Wang Claims, for the determination of such Wang Claim, as set forth in a Notice of Revision or Disallowance shall deliver a Notice of Dispute to the Monitor by registered mail, personal delivery, courier, email (in PDF format) or facsimile transmission by 5:00 p.m. (Eastern Time) on the day which is fourteen (14) days after the date of the Notice of Revision or Disallowance. The Monitor shall forthwith provide counsel to Mr. Wang with copies of all Notices of Dispute received in respect of Wang Claims.

46. **THIS COURT ORDERS** that the Monitor shall post a blank Notice of Dispute Form on the Monitor's Website as soon as practicable, and deliver same to any Claimant who requests a copy.

47. **THIS COURT ORDERS** that any Claimant who fails to deliver a Notice of Dispute by the deadline set forth in paragraph 45 hereof shall be deemed to accept the nature and the amount of its Claim as such Claim is revised, disallowed or set out in the Notice of Revision or Disallowance, and such Claim shall constitute a Proven Claim for voting and/or distribution purposes under the Plan or, in the case of Wang Claims, for the determination of such Wang Claim.

Resolution of Claims Relating to Pre-Filing Claims, Restructuring Claims, NOI Claims and Non-Applicant Claims

48. **THIS COURT ORDERS** that upon receipt of a Notice of Dispute, the Monitor may, with the consent of the Non-Applicant Entities as it relates only to Non-Applicant Claims: (i) attempt to consensually resolve the nature and amount of the Claim with the Claimant for voting and/or distribution purposes, or (ii) bring a motion before the Court or the Claims Officer (at the Monitor's sole discretion) in these proceedings to determine the nature and/or amount of the Claim for voting and/or distribution purposes under the Plan.

49. **THIS COURT ORDERS** that if the Monitor, with the consent of the Non-Applicant Entities as it relates only to Non-Applicant Claims, and the Claimant consensually resolve the nature and amount of the Claim, the Monitor may accept a revised Claim, and any such revised Claim will constitute a Proven Claim for voting and/or distribution purposes under the Plan.

Resolution of Claims Related to Wang Claims

50. **THIS COURT ORDERS** that upon receipt of a Notice of Dispute, Mr. Wang may, with the consent of the Monitor: (i) attempt to consensually resolve the nature and amount of the Wang Claim with the Claimant, or (ii) refer the Notice of Dispute to the Court or the Claims Officer (with the agreement of all parties, including the Claimant, or at the Monitor's sole discretion) in these proceedings, within 15 days of the receipt of the Notice of Dispute, to determine the nature and/or amount of the Wang Claim, failing which the Claimant or the Monitor may, in its sole discretion, refer the Notice of Dispute to the Court or the Claims Officer to determine the nature and/or amount of the Wang Claim.

51. **THIS COURT ORDERS** that if Mr. Wang, with the consent of the Monitor, and the Claimant consensually resolve the nature and amount of the Claim, Mr. Wang may accept a revised Wang Claim, and any such revised Wang Claim will constitute a Proven Claim.

Resolution of Intercompany Claims

52. **THIS COURT ORDERS** that the Monitor may, in its sole discretion, serve on the Service List and file with the Court the Intercompany Claims Report setting out the Proposed Intercompany Resolution Process. If any interested party wishes to object to the Proposed Intercompany Resolution Process, such interested party must serve on the Service List a notice of objection within seven (7) days of the date upon which the Monitor serves the Intercompany Claims Report. If a notice of objection is received in accordance with the terms hereof, such objection may be resolved consensually between the Monitor and the objecting party, or by further Order of this Court upon a motion to be brought by the Monitor. If no notice of objection is received in accordance with the terms hereof, the Proposed Intercompany Resolution Process shall be implemented without any need for a further Order of this Court. For greater certainty, if the

Monitor does not serve and file an Intercompany Claims Report, Intercompany Claims will be Excluded Claims under this Order.

CLAIMS OFFICER

53. **THIS COURT ORDERS** that Matthew P. Gottlieb, and such other Persons as may be appointed by the Court from time to time on application of the Monitor, in consultation with the Non-Applicants and Mr. Wang, be and are hereby appointed as Claims Officers for the Claims Procedure.

54. **THIS COURT ORDERS** that the Claims Officer shall determine the validity and amount of disputed Claims, when applicable, in accordance with this Order and shall provide written reasons. The Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be adduced. The Claims Officer, upon submissions of the parties (including for greater certainty the Monitor to the extent the Monitor deems it necessary or appropriate in its sole discretion) shall have the discretion to determine by whom and to what extent the costs of any hearing before the Claims Officer shall be paid. Subject to a further Order of the Court, any costs that are determined to be payable by the Claims Officer by Mr. Wang shall not be paid from any accounts, cash or assets that are subject to the Undertaking attached as Schedule "B" to the Order of this Court dated March 18, 2019, or from any amounts held by the Monitor, or paid from any charge that may exist.

55. **THIS COURT ORDERS** that, with respect to any hearing or procedure before the Claims Officer or the Court in respect of a Wang Claim, Mr. Wang will be the responding party with standing to adduce evidence and make submissions. The Monitor may participate in any such hearing or procedure to the extent the Monitor deems necessary or appropriate in its sole discretion.

56. **THIS COURT ORDERS** that a Claimant, the Monitor, Mr. Wang, the Applicants, the NOI Entities, or the Non-Applicant Entities, or their applicable Directors and Officers in respect of any D&O Claim, as applicable, may, within ten (10) days of such party receiving notice of the Claims Officer's determination of the value of a Claim, appeal such determination or any other matter determined by the Claims Officer in accordance with paragraph 54 or otherwise to the Court

by filing a notice of appeal, and the appeal shall be initially returnable for scheduling purposes within ten (10) days of filing such notice of appeal.

57. **THIS COURT ORDERS** that, in the event of an appeal of a determination in respect of a Wang Claim, the parties shall be the Claimant, Mr. Wang and, to the extent the Monitor deems it necessary or appropriate in its sole discretion, the Monitor.

58. **THIS COURT ORDERS** that, if no party appeals the determination of value of a Claim by the Claims Officer in accordance with the requirements set out in paragraph 56, the decision of the Claims Officer in determining the value of the Claim shall be final and binding upon, as applicable, the Monitor, Mr. Wang, the Applicants, the NOI Entities, the Non-Applicant Entities and their applicable Directors and Officers in respect of a D&O Claim, and the Claimant, and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Claim.

59. **THIS COURT ORDERS** that the Claims Officer shall incur no liability or obligation as a result of his or her appointment or in acting as a Claims Officer pursuant to the provisions of this Order. No proceeding or enforcement process in any court or tribunal shall be commenced against or in respect of a Claims Officer, except with the prior leave of this Court granted in the within proceedings.

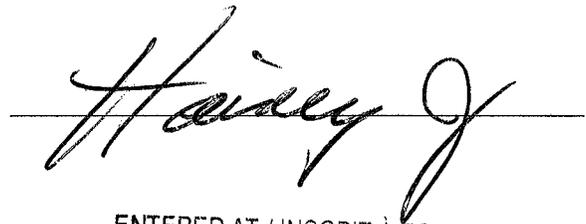
MISCELLANEOUS

60. **THIS COURT ORDERS** that notwithstanding any other provisions of this Claims Procedure Order, the solicitation by the Monitor of Proofs of Claim, the delivery of a Claim Package to a Known Creditor, and the filing by any Person of any Proof of Claim shall not, for that reason only, grant any Person any standing in the CCAA Proceedings or rights under a Plan.

61. **THIS COURT ORDERS** that notwithstanding any other provisions of this Claim Procedure Order, the solicitation by the Monitor of Claims and the filing by any Claimant or D&O Claimant of any Claim shall not, for that reason only, grant any Person any standing in these proceedings.

62. **THIS COURT ORDERS** that, notwithstanding the terms of this Claims Procedure Order, the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Claims Procedure Order or for advice and directions concerning the discharge of its powers and duties under this Claims Procedure Order or the interpretation or application of this Claims Procedure Order.

63. **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 Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the 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 Monitor and its agents in carrying out the terms of this Order.

A handwritten signature in cursive script, appearing to read "Haidy J.", is written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

OCT 22 2019

PER / PAR: JP

SCHEDULE "A"
APPLICANTS

3310 Kingston Development Inc.
1296 Kennedy Development Inc.
1326 Wilson Development Inc.
5507 River Development Inc.
4439 John Development Inc.
2358825 Ontario Ltd.
250 Danforth Development Inc.
159 Carrville Development Inc.
169 Carrville Development Inc.
189 Carrville Development Inc.
27 Anglin Development Inc.
29 Anglin Development Inc.

SCHEDULE "B"

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

INFORMATION LETTER FOR THE CLAIMS PROCEDURE

PARAGRAPH I OF THE PROOF OF CLAIM AND GENERAL COMMENTS

The Claimant must state the full and complete legal name of the Claimant.

- The Claimant must give the complete address (including the postal code) where all notices and correspondence are to be forwarded. In addition, the Claimant and/or the authorized representative must indicate its telephone number, its facsimile and its e-mail address.
- The Claimant must advise as to whether or not the claim was acquired by assignment and, if so, provide full particulars/support evidencing assignment and provide the full legal name of the original creditor(s).

PARAGRAPH II OF THE PROOF OF CLAIM

- If the individual completing the Proof of Claim is not itself the Claimant, he/she must state his/her position or title.
- The Claimant must provide its Claim amount in the appropriate table, indicate whether it is secured, priority unsecured (under section 136 of the *Bankruptcy and Insolvency Act* (Canada)) or unsecured, and provide the value of any security it claims to have.

PARAGRAPH III OF THE PROOF OF CLAIM

- A detailed, complete statement of account must be attached to the Proof of Claim. Provide all particulars of the Claim and supporting documents, including the amount and description of transaction(s) or agreements(s) giving rise to the Claim. The amount on the statement of account must correspond with the amount claimed on the Proof of Claim. The detailed statement of account must show the date, the invoice number(s) and the amount of all invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. If the Claim cannot be evidenced through a statement of account, the Claimant must provide a sworn affidavit providing all particulars of the Claim, together with all supporting documents.

- With respect to priority claims under section 136 of the *Bankruptcy and Insolvency Act* (Canada), please attach a detailed explanation supporting any priority claim.
- With respect to secured claims, please provide a detailed, complete statement of any particulars of the security, including the date on which the security was given and the value at which you assess the security and attach a copy of the security documents.
- If the Claim is in a foreign currency, it shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate for November 30, 2018: CDN\$1.00/USD\$1.3301.

PARAGRAPH IV OF THE PROOF OF CLAIM

- The Proof of Claim must be received by the Monitor before 5:00 p.m. (Eastern Time), on the Claims Bar Date. For Pre-filing Claims, D&O Claims, NOI Claims, Non-Applicant Claims and Wang Claims, the Claims Bar Date is 5:00 p.m. (Eastern Time) on the later of (A) November 25, 2019, and (B) if applicable, the applicable Sale Triggered Claims Bar Date¹. For Restructuring Claims, the Claims Bar Date is the Restructuring Claims Bar Date, that being the later of (i) 5:00 p.m (Eastern Time) on the Claims Bar Date for Pre-filing Claims, D&O Claims, NOI Claims, Non-Applicant Claims and Wang Claims (which, for greater certainty, is November 25, 2019) and (ii) the date that is ten (10) Business Days after the Monitor sends a Claims Package with respect to a Restructuring Claim in accordance with the Claims Procedure Order.
- Completed forms must be delivered to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery or email to the address below:

KSV Kofman Inc.
 150 King Street West, Suite 2308
 Toronto, ON M5H 1J9

Attention: Jonathan Joffe
 Tel: (416) 932-6253
 Email: jjoffe@ksvadvisory.com

- Claimants are responsible for proving receipt of documents by the Monitor.

PLEASE NOTE THAT Mr. Wang has the meaning ascribed to it in the Claims Procedure Order, which for greater certainty means "Yuan (Mike) Hua Wang, but solely in his capacity as (i) a Director and Officer, (ii) as a guarantor, surety or indemnitor of any obligation of an Applicant, NOI Entity or a Non-Applicant Entity, and (iii) in his capacity as an owner of the Elm Avenue Properties and not in any other capacity". Any other claims against Yuan (Mike) Hua Wang are not required to be, and should not be, filed under the Claims Procedure Order.

¹ "Sale Triggered Claims Bar Date" means, with respect to a Claim against or relating to 186 Old Kennedy Development Inc., 31 Victory Development Inc., 376 Derry Development Inc., 390 Derry Development Inc., 101 Columbia Development Inc., 4 Don Hillock Development Inc., and 2495393 Ontario Inc. only, 25 days after the Monitor sends a notice pursuant to paragraph 16(d) of the Claims Procedure Order advising of the Sale Triggered Date. "Sale Triggered Date" means, with respect to a Claim against or relating to 186 Old Kennedy Development Inc., 31 Victory Development Inc., 376 Derry Development Inc., 390 Derry Development Inc., 101 Columbia Development Inc., 4 Don Hillock Development Inc., and 2495393 Ontario Inc. only, the date that a sale of the applicable real property has closed.

SCHEDULE "A"
APPLICANTS

3310 Kingston Development Inc.
1296 Kennedy Development Inc.
1326 Wilson Development Inc.
5507 River Development Inc.
4439 John Development Inc.
2358825 Ontario Ltd.
250 Danforth Development Inc.
159 Carrville Development Inc.
169 Carrville Development Inc.
189 Carrville Development Inc.
27 Anglin Development Inc.
29 Anglin Development Inc.

SCHEDULE "C"

NOTICE TO CLAIMANTS FOR THE CLAIMS PROCEDURE OF:

Forme Development Inc., 3310 Kingston Development Inc., 1296 Kennedy Development Inc., 1326 Wilson Development Inc., 5507 River Development Inc., 4439 John Development Inc., 2358825 Ontario Ltd., 250 Danforth Development Inc., 159 Carrville Development Inc., 169 Carrville Development Inc., 189 Carrville Development Inc., 27 Anglin Development Inc. and 29 Anglin Development Inc.

(collectively, the "Applicants"), 58 Old Kennedy Development Inc., 76 Old Kennedy Development Inc. and 82 Old Kennedy Development Inc. (collectively, the "NOI Entities"), 59 Elm Avenue, Richmond Hill, Ontario and 63 Elm Avenue, Richmond Hill, Ontario (together, the "Elms Avenue Properties"), 101 Columbia Development Inc., 186 Old Kennedy Development Inc., 19 Turff Development Inc., 22 Old Kennedy Development Inc., 31 Victory Development Inc., 35 Thelma Development Inc., 376 Derry Development Inc., 390 Derry Development Inc., 4 Don Hillock Development Inc., 4208 Kingston Development Inc., 4550 Steeles Development Inc., 7397 Islington Development Inc., 9500 Dufferin Development Inc. and 2495393 Ontario Inc. (collectively, the "Non-Applicant Entities"), Yuan (Mike) Hua Wang solely in his capacity as a Director and Officer, as a guarantor, surety or indemnitor of any obligation of an Applicant, NOI Entity or a Non-Applicant Entity and in his capacity as an owner of the Elm Properties and not in any other capacity ("Mr. Wang") and their former and current Directors (the "Directors") or Officers (the "Officers")

RE: NOTICE OF CLAIMS PROCEDURE, CLAIMS BAR DATE and RESTRUCTURING CLAIMS BAR DATE

NOTICE IS HEREBY GIVEN that this notice is being published pursuant to an order of the Ontario Superior Court of Justice (Commercial List) made October 22, 2019 (the "**Claims Procedure Order**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Claims Procedure Order. The Court has authorized the Court-appointed Monitor of the Applicants, KSV Kofman Inc. (in such capacity, the "**Monitor**"), to conduct a claims procedure (the "**Claims Procedure**") with respect to claims against the Applicants, the NOI Entities, the Non-Applicant Entities, Mr. Wang and/or any of their Directors and Officers in accordance with the terms of the Claims Procedure Order.

PLEASE TAKE NOTICE that the Claims Procedure applies only to the Claims described in the Claims Procedure Order. Reference should be made to the Claims Procedure Order for the complete definition of "**Pre-filing Claim**", "**NOI Claim**", "**Non-Applicant Claim**", "**Wang Claim**", "**D&O Claim**" and "**Restructuring Claim**". The Claims Procedure Order and related materials and forms may be accessed from the Monitor's Website at <https://www.ksvadvisory.com/insolvency-cases/case/forme-development-group-inc>.

If you believe that you have a Claim against the Applicants, the NOI Entities, the Non-Applicant Entities, Mr. Wang and/or any of their Directors and Officers, as applicable, you must file a Proof of Claim with the Monitor by completing the Proof of Claim form, a copy of which can be obtained from the Monitor's website or by contacting 416-932-6253 (phone) or jjoffe@ksvadvisory.com. All Claimants must submit their Claim to the Monitor (at the address noted below) by the Claims

Bar Date or the Restructuring Claims Bar Date, as applicable, as defined in the Claims Procedure Order.

THE CLAIMS BAR DATE with respect to a Pre-filing Claim, NOI Claim, Non-Applicant Claim, Wang Claim and D&O Claims is 5:00 p.m. (Eastern Time) on the later of (A) November 25, 2019, and (B) if applicable, the applicable Sale Triggered Claims Bar Date². The Claims Bar Date with respect to a Restructuring Claim is the Restructuring Claims Bar Date.

THE RESTRUCTURING CLAIMS BAR DATE is the later of (i) 5:00 p.m (Eastern Time) on the Claims Bar Date for Pre-filing Claims, NOI Claims, Non-Applicant Claims, Wang Claims and D&O Claims (which, for greater certainty, is November 25, 2019) and (ii) the date that is ten (10) Business Days after the Monitor sends a Claims Package with respect to a Restructuring Claim in accordance with the Claims Procedure Order.

PROOFS OF CLAIM MUST BE COMPLETED AND RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED.

HOLDERS OF CLAIMS who do not file a Proof of Claim with respect to a Claim by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, will not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan or otherwise in respect of such Claims.

PLEASE NOTE THAT Mr. Wang has the meaning ascribed to it in the Claims Procedure Order which for greater certainty means "Yuan (Mike) Hua Wang, but solely in his capacity (i) as a Director and Officer, (ii) as a guarantor, surety or indemnitor of any obligation of an Applicant, NOI Entity or a Non-Applicant Entity, and (iii) in his capacity as an owner of the Elm Avenue Properties and not in any other capacity". Any other claims against Yuan (Mike) Hua Wang are not required to be, and should not be, filed under the Claims Procedure Order.

The Monitor can be contacted at the following address to request relevant documents or for any other notices or enquiries with respect to the Claims Procedure:

KSV Kofman Inc.

150 King Street West, Suite 2308
Toronto, ON M5H 1J9

Attention: Jonathan Joffe
Tel: (416) 932-6253
Email: jjoffe@ksvadvisory.com

DATED at Toronto, Ontario this ____th day of _____, 2019.

² "Sale Triggered Claims Bar Date" means, with respect to a Claim against or relating to 186 Old Kennedy Development Inc., 31 Victory Development Inc., 376 Derry Development Inc., 390 Derry Development Inc., 101 Columbia Development Inc., 4 Don Hillock Development Inc., and 2495393 Ontario Inc. only, 25 days after the Monitor sends a notice pursuant to paragraph 16(d) of the Claims Procedure Order advising of the Sale Triggered Date. "Sale Triggered Date" means, with respect to a Claim against or relating to 186 Old Kennedy Development Inc., 31 Victory Development Inc., 376 Derry Development Inc., 390 Derry Development Inc., 101 Columbia Development Inc., 4 Don Hillock Development Inc., and 2495393 Ontario Inc. only, the date that a sale of the applicable real property has closed.

SCHEDULE "A"
APPLICANTS

3310 Kingston Development Inc.
1296 Kennedy Development Inc.
1326 Wilson Development Inc.
5507 River Development Inc.
4439 John Development Inc.
2358825 Ontario Ltd.
250 Danforth Development Inc.
159 Carrville Development Inc.
169 Carrville Development Inc.
189 Carrville Development Inc.
27 Anglin Development Inc.
29 Anglin Development Inc.

SCHEDULE "D"

**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")**

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

PROOF OF CLAIM

**Please read carefully the enclosed Instruction Letter for completing this Proof of Claim.
All capitalized terms not defined herein have the meanings given to such terms in the
Claims Procedure Order dated October 22, 2019.**

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

_____ (the "Claimant")

2. Full Mailing Address of the Claimant:

3. Telephone Number: _____

4. E-Mail Address: _____

5. Facsimile Number: _____

6. Attention (*Contact Person*): _____

7. Have you acquired this Claim by assignment?

Yes: No: (*if yes, attach documents evidencing assignment*)

If Yes, Full Legal Name of Original Claimant(s):

II. PROOF OF CLAIM:

8. I, _____
(name of Claimant or representative of the Claimant), of _____

_____ do hereby certify:
(city and province)

(a) that I [*check (✓) one*]

am the Claimant; OR

am _____ (state position or title) of

(name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) that one or more of the Applicants, the NOI Entities, the Non-Applicant Entities, Mr. Wang, and/or their Directors or Officers, if applicable, were and still are indebted to the Claimant as follows:³

Applicant	Pre-filing Claim Amount	Restructuring Claim Amount	Secured, Priority Unsecured, or Unsecured	Value of Security, if any:
3310 Kingston Development Inc.				
1296 Kennedy Development Inc.				
1326 Wilson Development Inc.				
5507 River Development Inc.				
4439 John Development Inc.				
2358825 Ontario Ltd.				
250 Danforth Development Inc.				

³ Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate for November 30, 2018. The Canadian Dollar/U.S. Dollar daily average exchange rate on that date was CAD\$1/ USD\$1.3301.

159 Carrville Development Inc.				
169 Carrville Development Inc.				
189 Carrville Development Inc.				
27 Anglin Development Inc.				
29 Anglin Development Inc.				
59 Elm Avenue, Richmond Hill, Ontario				
63 Elm Avenue, Richmond Hill, Ontario				
Directors and Officers of the _____ (insert appropriate Applicant)				

<i>(insert names above)</i>				

NOI Entity	NOI Claim Amount	Secured, Priority Unsecured, or Unsecured	Value of Security, if any:
58 Old Kennedy Development Inc.			
76 Old Kennedy Development Inc.			
82 Old Kennedy Development Inc.			
Directors and Officers of the _____ (insert appropriate NOI Entity)			

<i>(insert names above)</i>			

Non-Applicant Entity	Non-Applicant Claim Amount	Secured, Priority Unsecured, or Unsecured	Value of Security, if any:
101 Columbia Development Inc.			
186 Old Kennedy Development Inc.			
19 Turff Development Inc.			
22 Old Kennedy Development Inc.			
31 Victory Development Inc.			
35 Thelma Development Inc.			
376 Derry Development Inc.			
390 Derry Development Inc.			
4 Don Hillock Development Inc.			
4208 Kingston Development Inc.			
4550 Steeles Development Inc.			
7397 Islington Development Inc.			
9500 Dufferin Development Inc.			
2495393 Ontario Inc.			
Directors and Officers of the _____ (insert appropriate Non-Applicant Entity)			
_____ (insert names above)			

	Wang Claim Amount	Secured, Priority Unsecured, or Unsecured	Value of Security, if any:
Mr. Wang ⁴			

III. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim (including Pre-filing Claims, NOI Claims, Non-Applicant Claims, Wang Claims, D&O Claims and Restructuring Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a Claim cannot be evidenced through a statement of account, the Claimant must provide a sworn affidavit attesting to the particulars of the Claim, together with all supporting documents. If a claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against them.)

IV. FILING OF CLAIM

This Proof of Claim must be received by the Monitor on or before the Claims Bar Date.

With respect to Pre-filing Claims, D&O Claims, NOI Claims, Non-Applicant Claims and Wang Claims, the Claims Bar Date means 5:00 p.m. (Eastern Time) on the later of (A) November 25, 2019, and (B) if applicable, the applicable Sale Triggered Claims Bar Date⁵. With respect to Restructuring Claims, the Restructuring Claims Bar Date means the later of (i) 5:00 p.m (Eastern Time) on the Claims Bar Date for Pre-filing Claims, D&O Claims, NOI Claims, Non-Applicant Claims and Wang Claims (which, for greater certainty, is November 25, 2019) and (ii) the date that is ten (10) Business Days after the Monitor sends a Claims Package with respect to a Restructuring Claim in accordance with the Claims Procedure Order.

In both cases, completed forms must be delivered by prepaid ordinary mail, courier, personal delivery or electronic transmission at the following address:

KSV Kofman Inc.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

⁴ "Mr. Wang" means Yuan (Mike) Hua Wang, but solely in his capacity (i) as a Director and Officer, (ii) as a guarantor, surety or indemnitor of any obligation of an Applicant, NOI Entity or a Non-Applicant Entity, and (iii) in his capacity as an owner of the Elm Avenue Properties and not in any other capacity. Any other claims against Yuan (Mike) Hua Wang are not required to be, and should not be, filed under the Claims Procedure Order.

⁵ "Sale Triggered Claims Bar Date" means, with respect to a Claim against or relating to 186 Old Kennedy Development Inc., 31 Victory Development Inc., 376 Derry Development Inc., 390 Derry Development Inc., 101 Columbia Development Inc., 4 Don Hillock Development Inc., and the 2495393 Ontario Inc. only, 25 days after the Monitor sends a notice pursuant to paragraph 16(d) of the Claims Procedure Order advising of the Sale Triggered Date. "Sale Triggered Date" means, with respect to a Claim against or relating to 186 Old Kennedy Development Inc., 31 Victory Development Inc., 376 Derry Development Inc., 390 Derry Development Inc., 101 Columbia Development Inc., 4 Don Hillock Development Inc., and 2495393 Ontario Inc. only, the date that a sale of the applicable real property has closed.

Attention: Jonathan Joffe
Tel: (416) 932-6253
Email: jjoffe@ksvadvisory.com

Failure to file your Proof of Claim as directed by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, will result in your Claim being extinguished and barred and in you being prevented from making or enforcing a Claim against the Applicants, the NOI Entities, the Non-Applicant Entities, Mr. Wang or any of their Directors and Officers, as applicable.

All future correspondence will be directed to the email designated in the contact details unless you specifically request that hardcopies be provided.

I require hardcopy correspondence.

DATED at _____ this ____ day of _____, 2019.

(Signature of Witness)

(Signature of Claimant or its authorized representative)

(Please print name)

(Please print name)

SCHEDULE "A"
APPLICANTS

3310 Kingston Development Inc.
1296 Kennedy Development Inc.
1326 Wilson Development Inc.
5507 River Development Inc.
4439 John Development Inc.
2358825 Ontario Ltd.
250 Danforth Development Inc.
159 Carrville Development Inc.
169 Carrville Development Inc.
189 Carrville Development Inc.
27 Anglin Development Inc.
29 Anglin Development Inc.

Name of Applicant, NOI Entity, Non-Applicant Entity, Mr. Wang and/or any of their Directors and Officers, as applicable	Type of Claim per Proof of Claim	Amount of Claim per Proof of Claim	Type of Claim per this Notice of Revision or Disallowance	Amount of Claim per this Notice of Revision or Disallowance
[Insert name of appropriate party]	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]	CA\$	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]	CA\$

If you intend to dispute this Notice of Revision or Disallowance, you must, **no later than 5:00 p.m. (Eastern Time) on the day that is fourteen (14) Calendar Days after the date of the Notice of Revision or Disallowance**, deliver a Notice of Dispute by registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission to the following address:

KSV Kofman Inc.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

Attention: Jonathan Joffe
Tel: (416) 932-6253
Email: jjoffe@ksvadvisory.com

Any Claimant who fails to deliver a Notice of Dispute by the date and time set out above shall be deemed to accept the classification and the amount of its Claim as set out in this Notice of Revision or Disallowance and such Claim as set out herein shall constitute a Proven Claim and the Claimant will have those rights set out in the Claims Procedure Order with respect to such Proven Claim.

If you do not deliver a Notice of Dispute of Revision or Disallowance by the deadline stated above, you:

- (a) shall be forever barred from making or enforcing any Claim against any of the Applicants, NOI Entities, Non-Applicant Entities, Mr. Wang and/or any of their Directors and their Officers (other than with respect to such Claim as has been allowed in this Notice of Revision or Disallowance), as applicable, and all such Claims will be forever extinguished; and
- (b) as applicable, shall not be entitled to vote on (and/or receive any distribution under) any Plan of Arrangement or entitled to any further notice or distribution under such

a Plan, if any (other than with respect to such Claim as has been allowed in this Notice of Revision or Disallowance).

Dated at Toronto, Ontario, this _____ day of _____, 2019.

SCHEDULE "A"
APPLICANTS

3310 Kingston Development Inc.
1296 Kennedy Development Inc.
1326 Wilson Development Inc.
5507 River Development Inc.
4439 John Development Inc.
2358825 Ontario Ltd.
250 Danforth Development Inc.
159 Carrville Development Inc.
169 Carrville Development Inc.
189 Carrville Development Inc.
27 Anglin Development Inc.
29 Anglin Development Inc.

SCHEDULE "F"

**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**

**NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE OF THE CLAIMANT
LISTED HEREIN**

By order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated October 22, 2019 (as may be amended, restated or supplemented from time to time (the "**Claims Procedure Order**")), in the proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the Monitor has been authorized to conduct a claims procedure (the "**Claims Procedure**"). A copy of the Claims Procedure Order, with all schedules, may be found on the Monitor's website at: <https://www.ksvadvisory.com/insolvency-cases/case/forme-development-group-inc> (the "**Monitor's Website**"). Capitalized terms used in this Notice of Dispute not otherwise defined herein shall have the meaning ascribed to them in the Claims Procedure Order.

Claim Reference Number:

Full Legal Name of Claimant:

Full Mailing Address of Claimant:

Telephone Number:

Facsimile Number:

Email Address:

Attention (*Contact Person*):

PLEASE TAKE NOTICE THAT, pursuant to the Claims Procedure Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance dated _____, 2019 issued by KSV Kofman Inc., in its capacity as Court-appointed Monitor, in respect of our Claim as set out in the following table:

Name of Applicant, NOI Entity, Non-Applicant Entity, Mr. Wang and/or any of their Directors and Officers, as applicable	Type of Claim in Notice of Revision or Disallowance	Amount of Claim in Notice of Revision or Disallowance	Type of Claim as per this Notice of Dispute	Amount of Claim as per this Notice of Dispute
[Insert name of appropriate party]	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]	CA\$	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]	CA\$

Reason for the dispute (attach copies of any supporting documentation):

Address for Service of Notice of Dispute of Revision or Disallowance:

KSV Kofman Inc.
 150 King Street West, Suite 2308
 Toronto, ON M5H 1J9

Attention: Jonathan Joffe
Tel: (416) 932-6253
Email: jjoffe@ksvadvisory.com

THIS FORM AND ANY REQUIRED SUPPORTING DOCUMENTATION MUST BE RETURNED TO THE MONITOR BY REGISTERED MAIL, PERSONAL SERVICE, EMAIL (IN PDF FORMAT) OR COURIER TO THE ADDRESS INDICATED ABOVE AND MUST BE ACTUALLY RECEIVED BY THE MONITOR BY 5:00 P.M. (EASTERN TIME) ON THE DAY WHICH IS FOURTEEN (14) CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.

DATED this ____ day of _____, 2019

Witness

Per: _____

Name of Claimant:

If Claimant is other than an individual, print name and title of authorized signatory

Name: _____

Title: _____

SCHEDULE "A"
APPLICANTS

3310 Kingston Development Inc.
1296 Kennedy Development Inc.
1326 Wilson Development Inc.
5507 River Development Inc.
4439 John Development Inc.
2358825 Ontario Ltd.
250 Danforth Development Inc.
159 Carrville Development Inc.
169 Carrville Development Inc.
189 Carrville Development Inc.
27 Anglin Development Inc.
29 Anglin Development Inc.

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

CLAIMS PROCEDURE ORDER

BENNETT JONES LLP
3400 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Sean H. Zweig (LSO #573071)
Tel: (416) 777-6253
Fax: (416) 863-1716

Aiden Nelms (LSO#74170S)
Tel:(416) 777-4642
Fax: (416) 863-1716

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

Appendix “E”

Forme Development Group Inc. and the other companies listed on Schedule "A"

Projected Cash Flow

For the Period June 1, 2021 to September 30, 2021

(Unaudited, C\$)

Notes	5 Days Ending				Week Ending												5 Days Ending	Total	
	05-Jun-21	12-Jun-21	19-Jun-21	26-Jun-21	03-Jul-21	10-Jul-21	17-Jul-21	24-Jul-21	31-Jul-21	07-Aug-21	14-Aug-21	21-Aug-21	28-Aug-21	04-Sep-21	11-Sep-21	18-Sep-21	25-Sep-21		30-Sep-21
1																			
<i>Receipts</i>																			
Collections	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Total Receipts</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Disbursements</i>																			
Miscellaneous	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	500
<i>Total Disbursements</i>	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	500
<i>Net Cash Flow before the undernoted</i>	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(500)
2																			
Professional fees	75,000	-	-	-	60,000	-	-	-	-	60,000	-	-	-	60,000	-	-	-	-	-
<i>Net Cash Flow</i>	(77,500)	(2,500)	(2,500)	(2,500)	(62,500)	(2,500)	(2,500)	(2,500)	(2,500)	(62,500)	(2,500)	(2,500)	(2,500)	(62,500)	(2,500)	(2,500)	(2,500)	(500)	(298,000)
3																			
Opening cash balance	4,995,900	4,918,400	4,915,900	4,913,400	4,910,900	4,848,400	4,845,900	4,843,400	4,840,900	4,838,400	4,775,900	4,773,400	4,770,900	4,768,400	4,705,900	4,703,400	4,700,900	4,698,400	4,995,900
Net cash flow	(77,500)	(2,500)	(2,500)	(2,500)	(62,500)	(2,500)	(2,500)	(2,500)	(2,500)	(62,500)	(2,500)	(2,500)	(2,500)	(62,500)	(2,500)	(2,500)	(2,500)	(500)	(298,000)
Closing cash balance	4,918,400	4,915,900	4,913,400	4,910,900	4,848,400	4,845,900	4,843,400	4,840,900	4,838,400	4,775,900	4,773,400	4,770,900	4,768,400	4,705,900	4,703,400	4,700,900	4,698,400	4,697,900	4,697,900

Forme Development Group Inc. and the other companies listed on Schedule "A"

Notes to Projected Statement of Cash Flow

For the Period June 1, 2021 to September 30, 2021

(Unaudited; \$C)

Purpose and General Assumptions

1. The purpose of the projection is to present a cash flow forecast of Forme Development Group Inc. and the companies listed on Schedule "A" (together, the "Applicants") for the period June 1, 2021 to September 30, 2021 (the "Period") in respect of their proceedings under the *Companies' Creditors Arrangement Act*.

The cash flow projection has been prepared based on hypothetical and most probable assumptions.

Hypothetical and Most Probable Assumptions

2. Represents the estimated fees of the Monitor and its counsel during the Period.
3. The opening cash balance represents the estimated funds on deposit in the trust accounts of the Monitor and the Proposal Trustee as at June 1, 2021.

**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
MANAGEMENT'S REPORT ON CASH FLOW STATEMENT
(paragraph 10(2)(b) of the CCAA)**

Forme Development Group Inc. and those other entities listed on Schedule "A" hereto (collectively, the "Applicants") have developed the assumptions and prepared the attached statement of projected cash flow as of the 20th day May, 2021 for the period June 1, 2021 to September 30, 2021 ("Cash Flow"). All such assumptions are disclosed in the notes to the Cash Flow.

The hypothetical assumptions are reasonable and consistent with the purpose of the Cash Flow as described in Note 1 to the Cash Flow, and the probable assumptions are suitably supported and consistent with the plans of the Applicants and provide a reasonable basis for the Cash Flow.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented and the variations may be material.

The Cash Flow has been prepared solely for the purpose outlined in Note 1 using a set of hypothetical and probable assumptions set out therein. Consequently, readers are cautioned that the Cash Flow may not be appropriate for other purposes.

Dated at Toronto, Ontario this 20th day of May, 2021.

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS CCAA MONITOR OF
THE APPLICANTS
AND NOT IN ITS PERSONAL CAPACITY**

Forme Development Group Inc. and the other companies listed on Schedule "A" (the "Applicants")

Schedule "A"

3310 Kingston Development Inc.
1296 Kennedy Development Inc.
1326 Wilson Development Inc.
5507 River Development Inc.
4439 John Development Inc.
2358825 Ontario Inc.
250 Danforth Development Inc.
159 Carrville Development Inc.
169 Carrville Development Inc.
189 Carrville Development Inc.
27 Anglin Development Inc.
29 Anglin Development Inc.

Appendix “F”

**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
MONITOR'S REPORT ON CASH FLOW STATEMENT
(paragraph 23(1)(b) of the CCAA)**

The attached statement of projected cash-flow of Forme Development Group and those other entities listed on Schedule "A" hereto (collectively, the "Applicants"), as of the 20th day May, 2021, consisting of a weekly projected cash flow statement for the period June 1, 2021, to September 30, 2021 ("Cash Flow") has been prepared by the management of the Applicants for the purpose described in Note 1, using the probable and hypothetical assumptions set out in the notes to the Cash Flow.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied by the management and employees of the Applicants. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow. We have also reviewed the support provided by management for the probable assumptions and the preparation and presentation of the Cash Flow.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

- a) the hypothetical assumptions are not consistent with the purpose of the Cash Flow;
- b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Applicants or do not provide a reasonable basis for the Cash Flow, given the hypothetical assumptions; or
- c) the Cash Flow does not reflect the probable and hypothetical assumptions.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon in preparing this report.

The Cash Flow has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto this 20th day of May, 2021.

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS CCAA MONITOR OF
THE APPLICANTS AND NOT IN ITS PERSONAL CAPACITY**

Forme Development Group Inc. and the other companies listed on Schedule "A" (the "Applicants")

Schedule "A"

3310 Kingston Development Inc.

1296 Kennedy Development Inc.

1326 Wilson Development Inc.

5507 River Development Inc.

4439 John Development Inc.

2358825 Ontario Inc.

250 Danforth Development Inc.

159 Carrville Development Inc.

169 Carrville Development Inc.

189 Carrville Development Inc.

27 Anglin Development Inc.

29 Anglin Development Inc.

Appendix “G”

**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"**

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

**AFFIDAVIT OF DAVID SIERADZKI
(Sworn May 21, 2021)**

I, David Sieradzki, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Managing Director of KSV Restructuring Inc. ("KSV").
2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) ("Court") made on November 30, 2018, as amended (the "Initial Order"), Forme Group Development Inc. and the other companies listed on Schedule "A" (collectively, the "Company") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "CCAA") and KSV was appointed monitor ("Monitor").
3. I have been involved in this mandate since its outset, which pre-dates the date of the Initial Order. As such, I have knowledge of the matters to which I hereinafter depose.
4. On May 21, 2021, the Monitor finalized its Seventeenth Report to Court in which it provided a summary of its activities with respect to the Company's CCAA proceedings. The Seventeenth Report also provides information concerning the Monitor's fees and disbursements and those of its legal counsel, Bennett Jones LLP.

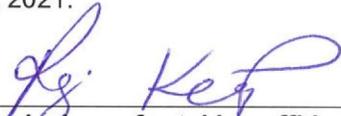
5. I hereby confirm that attached as Exhibit "A" hereto are true copies of the accounts of KSV for the period February 1, 2021 to April 30, 2021 and confirm that these accounts accurately reflect the services provided by KSV in this matter and the fees and disbursements reflected therein.

6. Additionally, attached hereto as Exhibit "B" is a summary of additional information with respect to all members of KSV who have worked on this matter, including their roles, hours and rates, and I hereby confirm that the list represents an accurate account of such information.

7. I consider the accounts to be fair and reasonable considering the circumstances connected with this administration.

8. I also confirm that the Monitor has not received, nor expects to receive, nor has the Monitor been promised any remuneration or consideration other than the amounts claimed in the accounts.

SWORN BEFORE ME at the City of Toronto,)
in the Province of Ontario, this 21st day of)
May, 2021.)



Commissioner for taking affidavits, etc.)



DAVID SIERADZKI)

Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires January 27, 2024.

Forme Development Group Inc. and the other companies listed on Schedule "A" (the "Applicants")

Schedule "A"

3310 Kingston Development Inc.

1296 Kennedy Development Inc.

1326 Wilson Development Inc.

5507 River Development Inc.

4439 John Development Inc.

2358825 Ontario Inc.

250 Danforth Development Inc.

159 Carrville Development Inc.

169 Carrville Development Inc.

189 Carrville Development Inc.

27 Anglin Development Inc.

29 Anglin Development Inc.

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF DAVID SIERADZKI
SWORN BEFORE ME THIS 21st DAY OF MAY, 2021

A handwritten signature in black ink, appearing to read "Raj Kashyap", written over a horizontal line.

A Commissioner for taking Affidavits, etc.

**Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires January 27, 2024.**

**ksv advisory inc.**

150 King Street West, Suite 2308

Toronto, Ontario, M5H 1J9

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Forme Development Group Inc. et al
c/o KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

March 8, 2021

Invoice No: 2106

HST #: 818808768RT0001

Re: Forme Development Group Inc. et al (collectively, the “Companies”)

For professional services rendered during February 2021 in connection with the Companies' proceedings under the *Companies' Creditors Arrangement Act* (“CCAA”), including:

- Corresponding with Bennett Jones LLP (“Bennett Jones”) concerning all matters in these proceedings, particularly the Monitor’s administration of the court-approved claims procedure (the “Claims Procedure”) in accordance with a court order made on October 22, 2019 (the “Claims Procedure Order”) and the Monitor’s stay extension motion returnable February 25, 2021 (the “February 25th Motion”);
- Responding to calls and emails from creditors and claimants in respect of the Claims Procedure, including correspondence on February 3, 2021 from Steve Papaikononou, a mortgagee of two of the Companies’ properties;
- Reviewing a memorandum dated February 4, 2021 prepared by Bennett Jones regarding the status of outstanding claims filed in the Claims Procedure and discussing same with Bennett Jones;
- Reviewing and commenting on multiple versions of settlement agreements with three lien claimants, being A.C. Concrete Forming Ltd., Lido Construction Inc. and Spectrum Mechanical Ltd., and corresponding with Bennett Jones in respect thereof;
- Reviewing correspondence among Torys LLP, Borden Lander Gervais LLP and Bennett Jones regarding a proposed cash collateral protocol between Tarion Warranty Corporation and Trisura Guarantee Insurance Company;
- Drafting the Monitor’s sixteenth report to court dated February 18, 2021 (the “Sixteenth Report”) and discussing same with Bennett Jones;
- Preparing the Monitor’s fee affidavit sworn February 18, 2021 in respect of its fees and disbursements for the period November 1, 2020 to January 31, 2021;

- Reviewing Bennett Jones' fee affidavit sworn February 18, 2021 in respect of its fees and disbursements for the period November 1, 2020 to January 31, 2021;
- Preparing the Companies' cash flow forecast for the period ending May 31, 2021 which was appended to the Sixteenth Report;
- Reviewing and commenting on draft Court materials filed in connection with the February 25th Motion, including the draft notice of motion and court orders;
- Attending at court on February 25, 2021 for the February 25th Motion;
- Reviewing the court order and endorsement of Mr. Justice Hainey, both dated February 25, 2021;
- Corresponding with KPMG LLP regarding the status of the Companies' outstanding corporate tax returns; and
- To all other meetings, correspondence and other activities related to this matter not specifically detailed above.

Total fees per attached time summary	\$ 22,678.25
HST	2,948.17
Subtotal	<u>25,626.42</u>
Amount to be paid from funds in estate accounts	<u>(25,626.42)</u>
Total Due, once settled	<u>\$ <u> </u></u>

KSV Restructuring Inc.
Forme Development Group et al.

Time Summary

For the Period February 1, 2021 to February 28, 2021

Personnel	Role	Rate (\$)	Hours	Amount (\$)
Robert Kofman	Overall responsibility	750	5.30	3,975.00
David Sieradzki	All aspects of mandate	650	18.00	11,700.00
Jonathan Joffe	Intercompany claims analysis; claims procedure	495	13.10	6,484.50
Other staff and administrative				518.75
Total Fees				<u>22,678.25</u>



ksv advisory inc.

150 King Street West, Suite 2308

Toronto, Ontario, M5H 1J9

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INVOICE

Forme Development Group Inc. et al
c/o KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

April 9, 2021

Invoice No: 2150
HST #: 818808768RT0001

Re: Forme Development Group Inc. et al (collectively, the “Companies”)

For professional services rendered during March 2021 in connection with the Companies' proceedings under the *Companies' Creditors Arrangement Act* (“CCAA”), including:

- Corresponding with Bennett Jones LLP (“Bennett Jones”) concerning all matters in these proceedings, particularly the Monitor’s administration of the court-approved claims procedure (the “Claims Procedure”) in accordance with a court order made on October 22, 2019 (the “Claims Procedure Order”);
- Reviewing correspondence between Bennett Jones and Blaney McMurtry LLP (“Blaney”) in connection with Blaney’s motion for payment of its professional fees from the surplus funds in Bennett Jones’ trust account;
- Discussing with Bennett Jones a methodology for Blaney to seek approval of its fees without a Court attendance should a Notice of Objection not be filed on or prior to March 26, 2021;
- Reviewing Blaney’s motion record served on March 16, 2021;
- Responding to calls and emails from creditors and claimants in respect of the Claims Procedure, including correspondence with: (a) Unger Law LLP on March 10, 11 and 17, 2021; (b) Robins Appleby LLP on March 2 and 31, 2021; and (c) Yonatan Lipetz on March 26, 2021, all being legal counsel to certain mortgagees;
- Corresponding with KPMG LLP (“KPMG”) on March 1, 2021 regarding the status of outstanding corporate tax returns;
- Corresponding with Bennett Jones regarding information requested by KPMG;
- Reviewing KPMG’s schedule of income tax obligations and corresponding with KPMG on March 19, 2021 regarding same;

- Corresponding with Bennett Jones regarding the sale of real property owned by 376 Derry Development Inc. ("376 Derry"), a Non-Applicant;
- Preparing and sending on March 5, 2021 a Notice of Sale Triggered Claims Bar Date pursuant to the Claims Procedure Order in connection with the sale of 376 Derry's real property;
- Reviewing a claim filed by a mortgagee of 376 Derry and corresponding with Bennett Jones regarding same;
- Advancing the Monitor's professional fee allocation methodology and preparing a summary schedule (the "Allocation Schedule") regarding same;
- Preparing multiple iterations of the Allocation Schedule and convening several internal meetings to review the Allocation Schedule and its underlying assumptions; and
- To all other meetings, correspondence and other activities related to this matter not specifically detailed above.

Total fees and disbursements per attached time summary	\$ 38,414.42
HST	<u>4,993.87</u>
Subtotal	43,408.29
Amount to be paid from funds in estate accounts	<u>(43,408.29)</u>
Total Due, once settled	\$ <u><u> </u></u>

KSV Restructuring Inc.
Forme Development Group et al.

Time Summary

For the Period March 1, 2021 to March 31, 2021

Personnel	Role	Rate (\$)	Hours	Amount (\$)
Robert Kofman	Overall responsibility	750	4.25	3,187.50
David Sieradzki	All aspects of mandate	650	23.50	15,275.00
Jonathan Joffe	Intercompany claims analysis; claims procedure	495	40.00	19,800.00
Other staff and administrative				150.00
Subtotal				38,412.50
Out of pocket disbursements				1.92
Total Fees and Disbursements				38,414.42



ksv advisory inc.

150 King Street West, Suite 2308

Toronto, Ontario, M5H 1J9

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INVOICE

Forme Development Group Inc. et al
c/o KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

May 7, 2021

Invoice No: 2185

HST #: 818808768RT0001

Re: Forme Development Group Inc. et al (collectively, the “Companies”)

For professional services rendered during April 2021 in connection with the Companies' proceedings under the *Companies' Creditors Arrangement Act* (“CCAA”), including:

- Corresponding with Bennett Jones LLP (“Bennett Jones”) concerning all matters in these proceedings, particularly the Monitor’s administration of the court-approved claims procedure (the “Claims Procedure”) in accordance with a court order made on October 22, 2019 (the “Claims Procedure Order”);
- Reviewing correspondence between Bennett Jones and Blaney McMurtry LLP (“Blaney”) in connection with Blaney’s motion for payment of its professional fees from the surplus funds in Bennett Jones’ trust account, including in respect of the issuance of the court order circulated to the Service List by Blaney on April 8, 2021;
- Responding to calls and emails from creditors and claimants in respect of the Claims Procedure, including correspondence with Robins Appleby LLP (“Robins”) on April 1, 27 and 29, 2021;
- Preparing a flow of funds analysis at Robins’ request;
- Corresponding with KPMG LLP (“KPMG”) on April 6, 13, 15, 19, 23 and 28, 2021 regarding the outstanding corporate tax returns;
- Compiling information for KPMG in order for it to complete the tax returns;
- Corresponding with Bennett Jones regarding information requested by KPMG;
- Reviewing multiple versions of KPMG’s schedule of income tax obligations and corresponding internally and with KPMG regarding same;
- Reviewing “sale-triggered” claims filed as a result of the sale of real property owned by 376 Derry Development Inc. and 186 Old Kennedy Development Inc., two Non-Applicant entities;

- Advancing the Monitor’s professional fee allocation methodology and preparing a summary schedule (the “Allocation Schedule”) regarding same;
- Preparing multiple iterations of the Allocation Schedule and convening several internal meetings to review the Allocation Schedule and its underlying assumptions; and
- To all other meetings, correspondence and other activities related to this matter not specifically detailed above.

Total fees and disbursements per attached time summary	\$ 28,228.25
HST	<u>3,669.67</u>
Subtotal	31,897.92
Amount to be paid from funds in estate accounts	<u>(31,897.92)</u>
Total Due, once settled	<u><u>\$ -</u></u>

KSV Restructuring Inc.
Forme Development Group et al.

Time Summary

For the Period April 1, 2021 to April 30, 2021

Personnel	Role	Rate (\$)	Hours	Amount (\$)
Robert Kofman	Overall responsibility	750	3.40	2,550.00
David Sieradzki	All aspects of mandate	650	22.75	14,787.50
Jonathan Joffe	Intercompany claims analysis; claims procedure	495	21.60	10,692.00
Other staff and administrative				198.75
Subtotal				<u>28,228.25</u>
Out of pocket disbursements				-
Total Fees and Disbursements				<u><u>28,228.25</u></u>

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF DAVID SIERADZKI
SWORN BEFORE ME THIS 21st DAY OF MAY, 2021

A handwritten signature in black ink, appearing to read "Raj Kashyap", written over a horizontal line.

A Commissioner for taking Affidavits, etc.

**Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires January 27, 2024.**

**FORME DEVELOPMENT GROUP INC. ET AL.
TIME ANALYSIS SUMMARY**

<u>Name</u>	<u>Role</u>	Hours from February 1, 2021 to April 30, 2021	Amount from February 1, 2021 to April 30, 2021 (\$)	Rate (\$)
Robert Kofman, MBA, LIT	Overall responsibility	12.95	9,712.50	750
David Sieradzki, CPA, CA, LIT	Overseeing all aspects of mandate	64.25	41,762.50	650
Jonathan Joffe, CPA, CA, LIT	Creditor issues, cash flow projections, claims process	74.70	36,976.50	495
Simon Thean	Estate banking	0.75	168.75	225
Raj Kashyap	Administrative, including preparing and coordinating statutory notices and claims process administration	2.75	481.25	175
Lynne Quintos	Estate banking and secretarial	0.65	97.50	150
Khushali Vadodariya	Estate banking	0.60	120.00	200
		<u>156.65</u>	<u>89,319.00</u>	
Average Hourly Rate				<u><u>\$ 570.18</u></u>

Appendix “H”

**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

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

**AFFIDAVIT OF SEAN ZWEIG
(sworn May 21, 2021)**

I, **SEAN ZWEIG**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY
AS FOLLOWS:**

1. I am a lawyer qualified to practice law in the Province of Ontario and am a partner of Bennett Jones LLP ("**Bennett Jones**"), counsel for KSV Restructuring Inc.¹ in its capacity as Court-appointed monitor (the "**Monitor**") in these proceedings and as such have knowledge of the matters hereinafter deposed. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. I make this affidavit in support of a motion by the Monitor for, among other things, approval of the fees and disbursements of the Monitor and its counsel.

¹ Effective August 31, 2020 KSV Kofman Inc. changed its name to KSV Restructuring Inc.

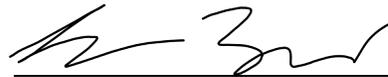
3. Attached hereto as Exhibit "A" are true copies of the accounts rendered by Bennett Jones counsel to the Monitor for the period between February 1, 2021 and April 30, 2021. The accounts have been redacted to address matters of confidentiality or privilege. I confirm that these accounts accurately reflect the services provided by Bennett Jones in this matter for this period and the fees and disbursements claimed by it for the period.

4. Attached hereto as Exhibit "B" is a schedule summarizing the accounts of Bennett Jones rendered to the Monitor for the fees and disbursements incurred by Bennett Jones in connection with these proceedings for the period between February 1, 2021 and April 30, 2021.

5. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates of each of the professionals at Bennett Jones that rendered services to the Monitor, the hours worked by each such individual and the blended hourly rate for the file.

6. To the best of my knowledge, the rates charged by Bennett Jones throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe that the total hours, fees and disbursements incurred to date by Bennett Jones on this matter are reasonable and appropriate in the circumstances.

SWORN before me over videoconference)
on this 21st day of May 2021. The affiant)
was located in the City of Toronto, in the)
Province of Ontario. This Affidavit was)
Commissioned remotely as a result of)
COVID-19 and was commissioned in)
Accordance with Ontario Regulation 431/20)


SEAN ZWEIG



Commissioner for Taking Oaths

THIS IS EXHIBIT "A" REFERRED TO IN THE

AFFIDAVIT OF SEAN ZWEIG

SWORN

THE 21st DAY OF MAY 2021

A handwritten signature in black ink, appearing to be 'SZ', written above a horizontal line.

A Commissioner for taking affidavits, etc.



Bennett Jones

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

KSV Restructuring Inc.
SUITE 2308, 150 KING STREET WEST
TORONTO, ON M5H 1J9

**Attention: Mr. BOBBY KOFMAN
MANAGING DIRECTOR AND PRESIDENT**

Re: Forme Development Group
Our File Number: 074735.00022

Date: March 3, 2021
Invoice: 1382165

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	34,345.50
Other Charges	\$	4.75
Total Due before GST/HST	\$	<u>34,350.25</u>
GST/HST	\$	4,465.53
Total Due in CAD	\$	<u>38,815.78</u>

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757



Date	Name	Description	Hours
01/02/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering supporting documents received from Gardiner Roberts in respect of its claim	1.60
01/02/21	Joshua Foster	Finalizing form of settlement agreement in respect of A.C. Concrete Forming Ltd. claim; Providing same to counsel for A.C. Concrete Forming Ltd.; Finalizing form of settlement agreement in respect of Lido Construction Inc.; Providing same to counsel for Lido Construction Inc.; Reviewing outstanding claims and preparing an initial summary of same; Corresponding with A. Nelms regarding same	2.90
01/02/21	Sean Zweig	Reviewing materials provided by C. Besant, and follow-up correspondence; Reviewing intercompany claims analysis and emails with Y. Baykara; Emails in connection with lien settlements	0.60
02/02/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering Master Claims List; Reviewing and considering correspondence with J. Foster in respect of same; Updating list provided by J. Foster regarding unresolved claims; Reviewing and considering Proof of Claim and Notice of Dispute provided by Gardiner Roberts	2.30
02/02/21	Joshua Foster	Corresponding with counsel to Lido Construction Inc. to confirm acceptance of settlement terms; Providing proposed settlement to Monitor for sign-off; Reviewing proofs of claim summary to determine all outstanding claims and [REDACTED]; Corresponding with A. Nelms regarding same; Providing summary of same; Corresponding with S. Zweig regarding same	3.80
02/02/21	Sean Zweig	Correspondence with A. Slavens and J. MacLellan regarding bond cancellations; Emails in connection with Gardiner Roberts claim; Emails in connection with lien settlements; Reviewing summary of unresolved claims, and discussing next steps	0.70
03/02/21	Joshua Foster	Reviewing sale-triggered proof of claim and preparing notice of acceptance of claim regarding same; Corresponding with A. Nelms regarding same; Preparing execution copy of settlement agreement for counsel to Lido Construction Inc.; Corresponding with counsel to Lido Construction Inc. regarding same	2.60

Date	Name	Description	Hours
03/02/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering Proof of Claim	0.80
04/02/21	Joshua Foster	Finalizing claim update and providing same to KSV; Conducting research regarding [REDACTED]	1.10
04/02/21	Sean Zweig	Reviewing outstanding claims update	0.10
05/02/21	Aiden Nelms	Reading and responding to file related emails; Finalizing Notice of Revision or Disallowance; Drafting correspondence in respect of same; Conferring with J. Foster regarding relief being sought on next motion	0.80
05/02/21	Joshua Foster	Corresponding with KSV regarding settlement drafts; Corresponding with counsel to A.C. Concrete Forming Ltd. regarding same; Corresponding with counsel to Lido Construction Inc. regarding same; Reviewing executed settlement agreements received from counsel to Lido Construction Inc.	1.00
05/02/21	Sean Zweig	Emails with J. MacLellan and A. Slavens; Emails in connection with Birchmount lien settlements; Emails with D. Michaud regarding secured claim	0.50
06/02/21	Joshua Foster	Finalizing settlement agreement for execution and providing same to counsel to A.C. Concrete Forming Ltd.; Providing executed copy of settlement agreement from Lido Construction Inc. to KSV for execution	0.50
08/02/21	Joshua Foster	Participating in call with A. Nelms regarding motion materials to be prepared; Conducting [REDACTED]; Corresponding with KSV regarding fully compiled settlement agreement with Lido Construction Inc.; Corresponding with counsel to the trustee to Spectrum Mechanical regarding approval of settlement agreement by inspectors	1.10
08/02/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering draft Birchmount order; Phone call with J. Foster regarding relief to be sought on next motion	1.20
08/02/21	Sean Zweig	Reviewing revised Birchmount cash collateral order, and emails regarding same; Emails	0.50



Date	Name	Description	Hours
		regarding upcoming motion; Emails in connection with Birchmount lien settlements	
09/02/21	Sean Zweig	Emails in connection with 250 Danforth Trisura expenses	0.20
10/02/21	Joshua Foster	Corresponding with A. Nelms regarding relief to be sought on next motion; Corresponding with S. Zweig regarding status of settlement agreements; Corresponding with counsel to A.C. Concrete Forming Ltd.	0.50
10/02/21	Aiden Nelms	Reading and responding to file related emails; Drafting and revising court order; Conferring with internal working group on relief to be sought; Preparing for and participating on videoconference call in respect of same	1.90
10/02/21	Sean Zweig	Considering relief for upcoming motion; Correspondence in connection with Birchmount cash collateral order; Discussions regarding status of Birchmount lien settlements; Reviewing Danforth cash collateral order, and correspondence regarding same	0.60
11/02/21	Aiden Nelms	Reading and responding to file related emails; Preparing for and participating in videoconference with S. Zweig and KSV	0.80
11/02/21	Joshua Foster	Making further revisions to settlement agreement and preparing signature pages for same; Providing same to KSV; Corresponding with counsel to Spectrum Mechanical's trustee in bankruptcy regarding proposed settlement; Participating in call with Accountant of the Ontario Superior Court of Justice regarding payments of funds out of court; Drafting separate settlement orders inclusive of language required to satisfy Rules of Civil Procedure regarding payments out of court	3.30
11/02/21	Sean Zweig	Emails with Monitor regarding cash collateral orders; Emails in connection with lien claims; Call with Miller Thomson regarding Danforth deposits; Call with KSV regarding upcoming motion; Emails in connection with cash collateral order and comments on same	1.10
12/02/21	Joshua Foster	Making further revisions to settlement agreement with Spectrum Mechanical; Sending fully compiled settlement agreements with Spectrum Mechanical and A.C. Concrete Forming Ltd. to KSV; Providing	0.60

Date	Name	Description	Hours
		hearing details to counsel for the trustee of Spectrum Mechanical and A.C. Concrete Forming Ltd.	
12/02/21	Sean Zweig	Various correspondence in connection with cash collateral orders and Birchmount liens	0.30
13/02/21	Sean Zweig	Reviewing email from J. MacLellan	0.10
16/02/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and redacting invoices for Fee Affidavit; Reviewing and revising the Monitor and Proposal Trustee's Report; Drafting and revising Notice of Motion; Drafting and revising Ancillary Order	4.60
16/02/21	Joshua Foster	Reviewing and commenting on Monitor's report; Corresponding with A. Nelms regarding same; Corresponding with Accountant for the Ontario Superior Court of Justice regarding funds paid into court	1.40
16/02/21	Sean Zweig	Reviewing and commenting on draft Report and various emails in connection with same; Many emails regarding cash collateral orders	1.20
17/02/21	Joshua Foster	Revising settlement approval orders to reflect comments received from the Accountant for the Ontario Superior Court of Justice; Providing comments on draft notice of motion; Corresponding with A. Nelms regarding same	1.30
17/02/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering Settlement Approval Orders; Drafting and revising Notice of Motion; Drafting and revising Ancillary Order; Drafting and revising Fee Affidavit and related exhibits; Reviewing and considering S. Zweig's comments in respect of same; Revising documents in light of same; Redacting invoices for privilege; Reviewing and revising Monitor's Report	6.00
17/02/21	Sean Zweig	Emails and call regarding 250 Danforth cash collateral; Emails in connection with Report and related matters; Reviewing and commenting on draft Orders and Notice of Motion; Reviewing revised Report	1.40
18/02/21	Joshua Foster	Compiling settlement approval orders and settlement agreements for service; Providing same to A. Nelms; Providing list of parties to be served to A. Nelms	0.70

Date	Name	Description	Hours
18/02/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering proposed final draft of the Monitor's Report; Finalizing Motion Record, Notice of Motion and five draft Orders; Compiling same for service; Drafting note to the Service List	3.60
18/02/21	Sean Zweig	Correspondence in connection with finalizing materials; Reviewing final version	0.30
19/02/21	Aiden Nelms	Reading and responding to file related emails; Drafting and revising Affidavit of Service; Coordinating filing of materials with the Court	1.30
22/02/21	Aiden Nelms	Reading and responding to file related emails	0.20
23/02/21	Aiden Nelms	Reading and responding to file related emails; Phone call with J. Blinick regarding [REDACTED]; [REDACTED]; Completing bankruptcy court request form; Reviewing and considering old court pleadings in respect of same; Reading and considering letter from D. Ullmann	1.50
23/02/21	Sean Zweig	Reviewing correspondence from Blaney McMurtry to Court and considering same; Emails with Monitor and then Blaney McMurtry regarding same	0.40
24/02/21	Aiden Nelms	Reading and responding to file related emails; Finalizing breakout Orders for appearance on the 25th; Reviewing and considering same	1.20
24/02/21	Sean Zweig	Emails with J. Harnum; Call with Y. Baykara and C. Ho; Emails with D. Michaud	0.50
25/02/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering draft Orders; Drafting and revising Counsel Slip; Preparing for and participating in hearing via videoconference; Phone call with A. Slavens	2.80
25/02/21	Joshua Foster	Reviewing issued Settlement Approval Orders and requesting that same be entered by the Commercial List	0.10
25/02/21	Sean Zweig	Preparing for and attending hearing; Emails in connection with D. Ullmann fee issue; Emails regarding next steps	1.20

Total Hours	61.20
Total Professional Services	\$ 34,345.50



March 3, 2021
Page 7

Client: 074735.00022
Invoice No.: 1382165

Name	Hours
Sean Zweig	9.70
Joshua Foster	20.90
Aiden Nelms	30.60

Other Charges	Amount
Printing	\$ 3.75
Colour Printing	\$ 1.00
Total Other Charges	\$ 4.75
GST/HST	\$ 4,465.53
TOTAL DUE	\$ 38,815.78



Bennett Jones

KSV Restructuring Inc.
SUITE 2308, 150 KING STREET WEST
TORONTO, ON M5H 1J9

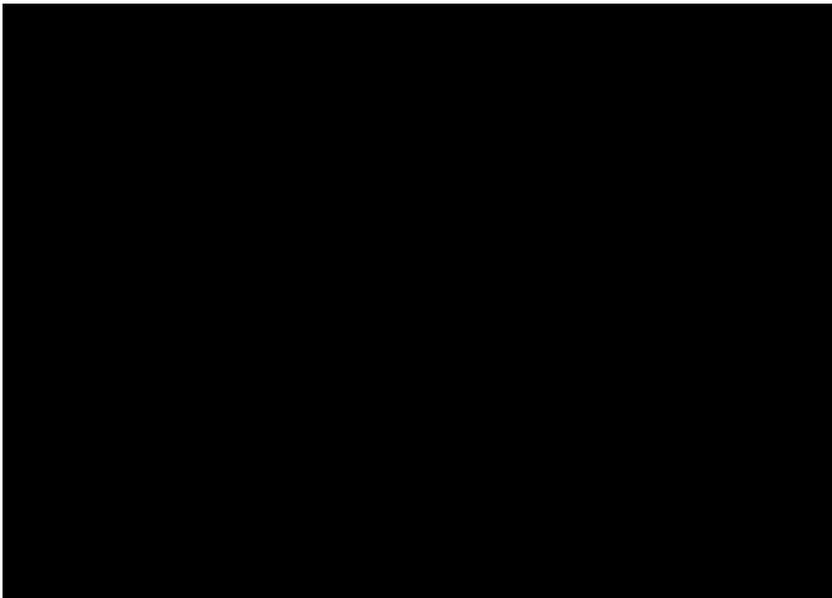
**Attention: Mr. BOBBY KOFMAN
MANAGING DIRECTOR AND PRESIDENT**

Re: Forme Development Group
Our File Number: 074735.00022

Date: March 3, 2021
Invoice: 1382165

Remittance Statement

Professional Services	\$	34,345.50
Other Charges	\$	4.75
Total Due before GST/HST	\$	<u>34,350.25</u>
GST/HST	\$	4,465.53
Total Due in CAD	\$	<u><u>38,815.78</u></u>





Bennett Jones

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

KSV Restructuring Inc.
SUITE 2308, 150 KING STREET WEST
TORONTO, ON M5H 1J9

**Attention: Mr. BOBBY KOFMAN
MANAGING DIRECTOR AND PRESIDENT**

Re: Forme Development Group
Our File Number: 074735.00022

Date: April 6, 2021
Invoice: 1386854

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	11,718.50
Disbursements	\$	96.85
Disbursements Incurred As Your Agent (Non Taxable)	\$	320.00
Other Charges	\$	60.00
Total Due before GST/HST	\$	<u>12,195.35</u>
GST/HST	\$	1,543.80
Total Due in CAD	\$	<u>13,739.15</u>

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757

April 6, 2021
Page 2Client:
Invoice No.:074735.00022
1386854

Date	Name	Description	Hours
01/03/21	Aiden Nelms	Reading and responding to file related emails	0.40
01/03/21	Sean Zweig	Emails in connection with D. Ullmann [REDACTED] and closing of 376 Derry	0.20
02/03/21	Aiden Nelms	Reading and responding to file related emails; Phone call with D. Michaud; Coordinating wires in accordance with Ancillary Order	0.90
02/03/21	Sean Zweig	Correspondence with creditor regarding status and timing; Reviewing update from J. MacLellan	0.20
03/03/21	Aiden Nelms	Reading and responding to file related emails; Coordinating information related to certain sale trigger notices; Reviewing certain Statements of Adjustment; Phone call with S. Zweig regarding same	1.20
03/03/21	Sean Zweig	Emails with R. Kligerman	0.10
04/03/21	Aiden Nelms	Reading and responding to file related emails; Reviewing Statements of Adjustment	0.70
04/03/21	Sean Zweig	Two calls with R. Kligerman; Emails with KSV	0.50
05/03/21	Sean Zweig	Call with B. Kofman; Reviewing Sale Triggered Claims Bar Date notice	0.20
08/03/21	Aiden Nelms	Reading and responding to file related emails	0.40
09/03/21	Joshua Foster	Corresponding with counsel to Lido Construction Inc. regarding payment of settlement funds; Corresponding with KSV regarding direct deposit information; Drafting notarial certificate to provide to the Accountant of the Superior Court of Justice; Drafting affidavit to provide to same	2.40
10/03/21	Joshua Foster	Finalizing letter to the Accountant for the Superior Court of Justice; Finalizing affidavit in support of same; Notarizing true copies of the three settlement approval orders received for same and coordinating regarding same	2.50
10/03/21	Aiden Nelms	Reading and responding to file related emails; Phone call with J. Joffe	0.30
10/03/21	Sean Zweig	Correspondence regarding Trisura bonds	0.10
11/03/21	Aiden Nelms	Reading and responding to file related emails	0.20
15/03/21	Aiden Nelms	Reading and responding to file related emails;	1.30



Date	Name	Description	Hours
		Preparing for and participating in conference call with D. Ullmann and S. Zweig; Reviewing and revising Service List	
15/03/21	Sean Zweig	Call with Blaney McMurtry; Emails in connection with 101 Columbia; Email to KSV	0.50
16/03/21	Aiden Nelms	Reading and responding to file related emails; Reviewing letter to the City of Mississauga; Coordinating details for KPMG in respect of 101 Columbia	0.80
16/03/21	Sean Zweig	Emails in connection with Birchmount bonds; Emails with A. Nelms regarding [REDACTED]; Reviewing Blaney McMurtry's motion record and considering same	0.40
17/03/21	Aiden Nelms	Reading and responding to file related emails; Reviewing certain materials in respect of 376 Derry Road; Reviewing and considering Blaney McMurtry's Motion Record	0.80
19/03/21	Sean Zweig	Emails in connection with Blaney McMurtry fee approval motion	0.30
22/03/21	Aiden Nelms	Reading and responding to file related emails; Dealing with Service List [REDACTED]	0.60
24/03/21	Joshua Foster	Corresponding with S. Zweig regarding sale triggered claim; Adding same to claim summary	0.20
24/03/21	Sean Zweig	Reviewing proof of claim filed, and correspondence regarding same	0.20
25/03/21	Sean Zweig	Correspondence with Monitor	0.10
26/03/21	Aiden Nelms	Reading and responding to file related emails	0.40
26/03/21	Sean Zweig	Emails with C. Ho and Monitor	0.20
29/03/21	Sean Zweig	Reviewing email from Blaney McMurtry regarding fee issue, and email to KSV regarding same	0.10
30/03/21	Joshua Foster	Reviewing proof of claim submitted in respect of 186 Old Kennedy Development Inc.; Drafting summary of same; Providing same to S. Zweig; Corresponding with O. D'Innocenzo regarding PPSA search required	2.50
30/03/21	Sean Zweig	Reviewing claim against 186 Old Kennedy, and emails with J. Foster regarding same; Reviewing	0.30

Date	Name	Description	Hours
		claim against 376 Derry	
31/03/21	Joshua Foster	Reviewing PPSA search results in response to proof of claim against 186 Old Kennedy Development Inc.; Corresponding with S. Zweig regarding same	0.30
31/03/21	Sean Zweig	Emails and call with D. Michaud regarding [REDACTED]; Considering [REDACTED], and call with D. Sieradzki regarding same; Emails with J. Foster and Monitor regarding claim	0.80
31/03/21	Olivia D'Innocenzo	Conducting a PPSA search on 186 Old Kennedy Development Inc.; Reviewing results and circulating same to J. Foster	0.50
Total Hours			20.60
Total Professional Services			\$ 11,718.50

Name	Hours
Sean Zweig	4.20
Joshua Foster	7.90
Aiden Nelms	8.00
Olivia D'Innocenzo	0.50

Disbursements	Amount
Courier	\$ 7.50
Land Title - Search	\$ 34.85
Online Government Service	\$ 19.50
Bank Wire	\$ 35.00
Total Disbursements	\$ 96.85

Disbursements Incurred As Your Agent (Non Taxable)	Amount
Courthouse	\$ 320.00
Total Disbursements Incurred as Your Agent	\$ 320.00

Other Charges	Amount
Printing	\$ 23.00
Colour Printing	\$ 37.00
Total Other Charges	\$ 60.00
GST/HST	\$ 1,543.80
TOTAL DUE	\$ 13,739.15



Bennett Jones

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

KSV Restructuring Inc.
SUITE 2308, 150 KING STREET WEST
TORONTO, ON M5H 1J9

**Attention: Mr. BOBBY KOFMAN
MANAGING DIRECTOR AND PRESIDENT**

Re: Forme Development Group
Our File Number: 074735.00022

Date: May 7, 2021
Invoice: 1392437

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	14,619.00
Disbursements	\$	152.35
Total Due before GST/HST	\$	14,771.35
GST/HST	\$	1,920.28
Total Due in CAD	\$	16,691.63

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757



Date	Name	Description	Hours
01/04/21	Joshua Foster	Drafting note to Yi Zhou regarding proof of claim submitted in the claims process against 186 Old Kennedy Development Inc.; Requesting additional information in support of same	0.60
06/04/21	Sean Zweig	Emails regarding Trisura bond	0.10
07/04/21	Sean Zweig	Correspondence regarding 250 Danforth SMI distribution	0.20
08/04/21	Aiden Nelms	Reading and responding to file related emails	0.50
08/04/21	Sean Zweig	Emails in connection with Blaney McMurtry's fee motion	0.10
09/04/21	Aiden Nelms	Reading and responding to file related emails; Coordinating wire per the Order of Justice Hainey; Making calls in respect of same; Reviewing and considering certain claims procedure requests; Conferring with J. Foster regarding same	1.00
09/04/21	Sean Zweig	Emails regarding alleged secured claims	0.20
12/04/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering 376 Derry proof of claim; Reviewing and considering First Source Kennedy claim; Reviewing and considering certain correspondence in respect of same	0.90
12/04/21	Joshua Foster	Reviewing notice of dispute submitted in respect of 1296 Kennedy Development Inc.; Corresponding with A. Nelms regarding sales-triggered claim submitted in respect of 376 Derry Development Inc.; Requesting updated PPSA searches and subsearches regarding 376 Derry Development Inc.; Reviewing PPSA search	0.80
12/04/21	Sean Zweig	Emails regarding First Source claim	0.20
12/04/21	Olivia D'Innocenzo	Conducting a PPSA search on 376 Derry Development Inc.; Reviewing results and circulating same to J. Foster	0.40
13/04/21	Alexandra Terpoy-Heinemann	Searching Teraview, MPAC and VuMap to determine municipal addresses and corresponding PINs; Email to J. Foster regarding same	0.90
13/04/21	Joshua Foster	Finalizing review of sale-triggered proof of claim; Summarizing same for A. Nelms; Beginning to review additional notice of dispute submitted in the claims process	0.80

Date	Name	Description	Hours
13/04/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering J. Foster's note on 376 Derry Proof of Claim	0.40
13/04/21	Sean Zweig	Preparing for and attending call with J. Larry regarding outstanding claim	0.50
14/04/21	Joshua Foster	Participating in call with A. Nelms to discuss proof of claim submitted in respect of 376 Derry Development Inc.; Preparing summary of same; Corresponding with S. Zweig regarding same; Finalizing review of notice of dispute submitted in respect of 1296 Kennedy Development Inc.; Corresponding with A. Nelms regarding same	5.40
14/04/21	Aiden Nelms	Reading and responding to file related emails; Phone call with J. Foster regarding Claims Procedure; Reviewing and considering [REDACTED]; Drafting and revising email to City of Mississauga regarding 376 Derry	0.80
14/04/21	Sean Zweig	Emails with J. Foster regarding analysis of proof of claim	0.10
15/04/21	Joshua Foster	Corresponding with A. Nelms regarding notice of dispute and resolution of same; Summarizing review of proofs of claim submitted and providing same to KSV; Corresponding with S. Babe regarding settlement funds arising from the Court-approved settlement agreement with Spectrum Mechanical; Corresponding with J. Gentile regarding settlement funds arising from the Court-approved settlement agreement with A.C. Concrete Forming Ltd.	0.90
15/04/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering certain proofs of claim; Reviewing and considering J. Foster's email in respect of same	0.90
15/04/21	Sean Zweig	Correspondence regarding various claims; Reviewing letter from purchaser of 59 Elm and corresponding with J. van Gent regarding same	0.40
16/04/21	Joshua Foster	Corresponding with A. Nelms regarding outstanding notice of dispute; Reviewing materials provided by A. Unger; Corresponding with A. Unger regarding same; Confirming requirements for the filing of a notice of discontinuance after the	0.70



Date	Name	Description	Hours
		close of pleadings; Corresponding with J. Gentile regarding same	
16/04/21	Sean Zweig	Correspondence regarding 59 Elm inquiry and 376 Derry Claim	0.30
18/04/21	Joshua Foster	Reviewing support materials provided by A. Unger; Preparing notice of revision or disallowance in respect of same; Corresponding with A. Nelms regarding same	1.40
19/04/21	Joshua Foster	Corresponding with A. Nelms regarding notice of revision or disallowance; Corresponding with A. Nelms regarding notice of dispute submitted by First Source; Providing summary of same to S. Zweig; Corresponding with S. Zweig regarding proposed resolution; Preparing note to KSV regarding notice of revision or disallowance drafted	2.00
19/04/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering certain claims and the analysis of J. Foster in respect of same	0.90
19/04/21	Sean Zweig	Emails from D. Sieradzki regarding status and next steps; Reviewing analysis regarding First Source claim, discussing same, and email to J. Larry regarding same; Reviewing correspondence regarding other claim	0.50
20/04/21	Joshua Foster	Corresponding with J. Joffe regarding anticipated distributions to creditors of 186 Old Kennedy Development Inc. and 376 Derry Development Inc.; Corresponding with A. Nelms regarding same; Corresponding with KSV regarding access to data room	0.40
20/04/21	Aiden Nelms	Reading and responding to file related emails; Reviewing and considering certain proofs of claim; Reviewing and considering master summary chart	0.60
20/04/21	Sean Zweig	Emails in connection with distributions	0.10
21/04/21	Joshua Foster	Participating in call with A. Nelms to address notices of acceptance and notices of revision or disallowance that need to be issued in respect of 186 Old Kennedy Development Inc. and 376 Derry Development Inc.; Corresponding with KSV regarding same	0.40
21/04/21	Aiden Nelms	Reading and responding to file related emails; Phone call with J. Foster regarding claims review	0.30

Date	Name	Description	Hours
21/04/21	Sean Zweig	Emails in connection with outstanding claims and distributions	0.20
26/04/21	Joshua Foster	Drafting notices of acceptance and notices of revision and disallowance with respect to 186 Old Kennedy Development Inc. and 376 Derry Development Inc.; Reviewing proofs of claim in support of same	3.40
27/04/21	Aiden Nelms	Reading and responding to file related emails	0.30
27/04/21	Sean Zweig	Emails and call with D. Michaud; Emails and call with KSV	0.60
29/04/21	Joshua Foster	Corresponding with Coutts Crane regarding status of CCAA proceedings	0.20
29/04/21	Sean Zweig	Correspondence regarding [REDACTED]; Emails with D. Michaud and D. Sieradzki regarding distribution analysis	0.20
Total Hours			28.60
Total Professional Services			\$ 14,619.00

Name	Hours
Sean Zweig	3.70
Joshua Foster	17.00
Aiden Nelms	6.60
Alexandra Terpoy-Heinemann	0.90
Olivia D'Innocenzo	0.40

Disbursements	Amount
Land Title - Search	\$ 97.85
Online Government Service	\$ 19.50
Bank Wire	\$ 35.00
Total Disbursements	\$ 152.35
GST/HST	\$ 1,920.28
TOTAL DUE	\$ 16,691.63

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF SEAN ZWEIG
SWORN
THE 21st DAY OF MAY 2021**

A handwritten signature in black ink, appearing to be 'J. N.', is written above a horizontal line.

A Commissioner for taking affidavits, etc.

Exhibit "B"

Invoice #	Period Ending	Date of Account	Fees	Expenses/ Disbursements	GST/HST	Total
1382165	25-Feb-21	3-Mar-21	\$ 34,345.50	\$ 4.75	\$ 4,465.53	\$ 38,815.78
1386854	31-Mar-21	6-Apr-21	\$ 11,718.50	\$ 476.85	\$ 1,543.80	\$ 13,739.15
1392437	29-Apr-21	7-May-21	\$ 14,619.00	\$ 152.35	\$ 1,920.28	\$ 16,691.63
TOTAL			\$ 60,683.00	\$ 633.95	\$ 7,929.61	\$ 69,246.56

**THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF SEAN ZWEIG
SWORN
THE 21st DAY OF MAY 2021**

A handwritten signature in black ink, appearing to be 'J. N.', written above a horizontal line.

A Commissioner for taking affidavits, etc.

Exhibit "C"

Timekeeper	Year of Call (if applicable)	Hourly Rate	Total Time	Fees
Sean Zweig	2009	\$ 895.00	17.6	\$ 15,752.00
Aiden Nelms	2018	\$ 545.00	45.2	\$ 24,634.00
Joshua Foster	2020	\$ 430.00	45.8	\$ 19,694.00
Alexandra Terpoy-Heinemann	Commercial Clerk	\$ 265.00	0.9	\$ 238.50
Olivia D'Innocenzo	Commercial Clerk	\$ 405.00	0.9	\$ 364.50
TOTAL		Total Hours:	110.4	\$ 60,683.00

<p>Blended Rate (excluding expenses and HST) \$60,683.00 ÷ 110.4 hours =</p>	<p>\$549.66</p>
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SCHEDULE "A"
APPLICANTS

3310 Kingston Development Inc.
1296 Kennedy Development Inc.
1326 Wilson Development Inc.
5507 River Development Inc.
4439 John Development Inc.
2358825 Ontario Ltd.
250 Danforth Development Inc.
159 Carrville Development Inc.
169 Carrville Development Inc.
189 Carrville Development Inc.
27 Anglin Development Inc.
29 Anglin Development Inc.

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

FEE AFFIDAVIT

BENNETT JONES LLP
3400 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Sean H. Zweig (LSO #57307I)
Tel: (416) 777-6253
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Aiden Nelms (LSO#74170S)
Tel:(416) 777-4642
Fax: (416) 863-1716

Counsel to KSV Restructuring Inc., solely in
its capacity as Court-appointed monitor and
not in its personal capacity

TAB 3

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

THE HONOURABLE MR.) MONDAY, THE 31ST
)
JUSTICE HAINEY) DAY OF MAY, 2021

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

Estate File No.: 31-2436568

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

IN THE MATTER OF THE PROPOSAL OF
58 OLD KENNEDY DEVELOPMENT INC.,
76 OLD KENNEDY DEVELOPMENT INC. AND
82 OLD KENNEDY DEVELOPMENT INC.,
ALL CORPORATIONS INCORPORATED UNDER THE LAWS
OF ONTARIO

ORDER

THIS MOTION, made by KSV Restructuring Inc.¹ ("**KSV**"), in its capacity as Court-appointed monitor (in such capacity, the "**Monitor**") of the Applicants in their proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended, and in

¹ Effective August 31, 2020, KSV Kofman Inc. changed its name to KSV Restructuring Inc.

its capacity as proposal trustee of 58 Old Kennedy Development Inc., 76 Old Kennedy Development Inc., and 82 Old Kennedy Development Inc. (in such capacity, the "**Proposal Trustee**"), for an Order, *inter alia*: (i) abridging the time for service of the Notice of Motion and the Motion Record herein, if necessary, and validating service thereof; (ii) extending the Stay Period (as defined in paragraph 15 of the Initial Order of this Court made on November 30, 2018, as amended and restated) to and including September 30, 2021; (iii) authorizing and directing the City of Mississauga to refund the Application Funds to the Monitor; (iv) approving the Seventeenth Report of the Monitor and the Thirteenth Report of the Proposal Trustee dated May 21, 2021 (the "**Report**") and the activities of the Monitor and the Proposal Trustee described therein; and (v) approving the fees and disbursements of the Monitor and its counsel, was heard via videoconference.

ON READING the Notice of Motion of the Monitor and the Report, together with the appendices thereto, and on hearing the submissions of counsel for the Monitor, and such other parties as were present, no one else appearing although duly served as appears from the affidavit of service of Aiden Nelms, sworn;

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein be and are hereby abridged and validated so that the Motion is properly returnable today.

2. **THIS COURT ORDERS** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Report.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period be and is hereby extended until and including September 30, 2021.

REFUND FROM THE CITY OF MISSISSAUGA

4. **THIS COURT ORDERS** that the City of Mississauga is authorized and directed to refund the Application Funds to the Monitor.

APPROVAL OF THE REPORT AND ACTIVITIES

5. **THIS COURT ORDERS** that the Report and the activities of the Monitor and the Proposal Trustee referred to therein be and are hereby approved; provided, however, that only the Monitor and the Proposal Trustee, in their personal capacities and only with respect to their own personal liability, shall be entitled to rely upon or utilize in any way such approval.

6. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, as set out in the affidavits of David Sieradzki sworn May 21, 2021 and Sean Zweig sworn May 21, 2021 be and are hereby approved.

GENERAL

7. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01a.m. Toronto time on the date of this Order.

SCHEDULE "A"
APPLICANTS

3310 Kingston Development Inc.
1296 Kennedy Development Inc.
1326 Wilson Development Inc.
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2358825 Ontario Ltd.
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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")

Estate No. 31-2436538

IN THE MATTER OF THE PROPOSAL OF 58 OLD KENNEDY DEVELOPMENT INC., 76 OLD KENNEDY DEVELOPMENT INC., 82
OLD KENNEDY DEVELOPMENT INC., 9500 DUFFERIN DEVELOPMENT INC., 250 DANFORTH DEVELOPMENT INC., 3310
KINGSTON DEVELOPMENT INC., 1296 KENNEDY DEVELOPMENT INC., 159 CARVILLE DEVELOPMENT INC., ALL
CORPORATIONS INCORPORATED UNDER THE LAWS OF ONTARIO

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

Proceeding commenced at Toronto

ORDER

BENNETT JONES LLP
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Aiden Nelms (LSO#74170S)
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Fax: (416) 863-1716

Counsel to KSV Restructuring Inc., solely in its
capacity as Court-appointed monitor and proposal
trustee, and not in its personal capacity

SCHEDULE "A"
APPLICANTS

3310 Kingston Development Inc.
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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")

Estate No. 31-2436538

IN THE MATTER OF THE PROPOSAL OF 58 OLD KENNEDY DEVELOPMENT INC.,
76 OLD KENNEDY DEVELOPMENT INC. AND
82 OLD KENNEDY DEVELOPMENT INC.,
ALL CORPORATIONS INCORPORATED UNDER THE LAWS OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD OF THE MONITOR AND PROPOSAL TRUSTEE

BENNETT JONES LLP

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Toronto, Ontario M5X 1A4

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Fax: (416) 863-1716

Counsel to KSV Restructuring Inc., solely in its capacity as
Court-appointed monitor and Proposal Trustee and not in its
personal capacity